

Town of Manchester-by-the Sea, MA

Contract Bid Documents  
For the  
Annual Road & Sidewalk  
Maintenance Contract



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978.406.9619




February 2025

**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 11 16**

**INVITATION TO BID**

The Town of Manchester-By-The-Sea, Massachusetts (Owner) invites Bidders to submit sealed Bids for Annual Road & Sidewalk Maintenance Contract, which includes roadway and sidewalk rehabilitation services, which includes but is not limited to roadway milling and/or reclamation, paving, curbing and sidewalk installation, pavement markings, and/or crack sealing services at various locations throughout the Town of Manchester By-the-Sea, when requested by the Owner. Provide all labor, equipment, tools, materials and services required to complete the Work.

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 March 26, 2025** at Owner's offices, 10 Central Street, DPW Room 6, Manchester-By-The-Sea, MA 01944; Attention: Mr. Charles Dam, PE. 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 **March 5, 2025 at 10:00 AM.**

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 **March 5, 2025 at 10:00 AM.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.

No Pre-Bid Site walk is scheduled with the Owner.

All work on the base bid is anticipated to be on Pleasant Street, between Pine Street and School Street, and is required to be **substantially completed by June 15, 2025, with final completion prior to July 1, 2025.** The Owner reserves the right to adjust to the location and estimated quantities at its discretion.

**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 may be within the buffer zone to coastal bank, riverfront, bordering vegetated wetland and FEMA 100-year floodplains.
- 6.02 Actual project location(s) will be selected, by the Owner, from the list provided in Appendix A. Majority of funding for this contract is through the Chapter 90 Paving Program, additional supplemental Town funding may be available in the future. The Owner reserves the right to amend the actual location(s) to those of similar characteristics and scope.
- 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.
- 6.02 All work on the base bid is anticipated to be on Pleasant Street, between Pine Street and School Street, and is required to be completed prior to July 1, 2025. The Owner reserves the right to adjust to the location and estimated quantities at its discretion.

**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**  
100 Conifer Hill Drive, Suite 204,  
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 **11:00 AM, Wednesday March 19, 2025** 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 is required by June 15, 2025 with final payment by July 1, 2025.

#### **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
Town-Wide Road Surface Rating (RSR)	Appendix A
MBTA Insurance Requirements	Appendix B
Town Standard Construction Details	Appendix C
MassDOT Standard 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>

END OF SECTION

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## 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. Contract Times as set forth in the Agreement; and
  - E. 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

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)
100.00	Mobilization/Demobilization @	1	\$10,000	\$10,000
		LS		
	Dollars and _____Cents PER Allowance			
120.10	Unclassified Excavation @	25		
		CY		
	Dollars and _____Cents PER CUBIC YARD			
151.00	Gravel Borrow @	100		
		CY		
	Dollars and _____Cents PER CUBIC YARD			
156.00	Crushed Stone @	25		
		TON		
	Dollars and _____Cents PER TON			

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)
170	Fine Grading and Compacting @	1,100		
		SY		
	Dollars and _____Cents PER SQUARE YARD			
220	Structure Adjusted @	5		
		EA		
	Dollars and _____Cents PER EACH			
220.2	Structure Rebuilt @	5		
		FT		
	Dollars and _____Cents PER FOOT			
220.3	Structure Change in Type @	5		
		EA		
	Dollars and _____Cents PER EACH			
220.5	Structure Remodeled @	5		
		EA		
	Dollars and _____Cents PER EACH			
222.3	New Frame & Grate (Cover) Installed @	10		
		EA		
	Dollars and _____Cents PER EACH			
358	Gate Box Adjusted @	10		
		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)
381.1	Service Box Adjusted @	70		
		EA		
	Dollars and _____Cents PER EACH			
402.1	Dense Graded Crushed Stone @	50		
		TON		
	Dollars and _____Cents PER TON			
403	Reclaimed Pavement for Base Course @	10		
		SY		
	Dollars and _____Cents PER SQUARE YARD			
415	Pavement Milling @	10,500		
		SY		
	Dollars and _____Cents PER SQUARE YARD			
431	High Early Strength Concrete @	10		
		SY		
	Dollars and _____Cents PER SQUARE YARD			
443	Water for Roadway Dust Control @	50		
		GAL		
	Dollars and _____Cents PER GALLON			
450.22	Superpave Surface Course – 9.5 (SSC – 9.5) @	1,000		
		TON		
	Dollars and _____Cents PER TON			

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)
450.41	Superpave Surface Course – 25.0 (SBC – 25.0) @	250		
		TON		
	Dollars and _____Cents PER TON			
464.5	Rubberized Joint Sealant @	600		
		LF		
	Dollars and _____Cents PER LINEAR FOOT			
466	Bitumen for Tack Coat @	1,000		
		GAL		
	Dollars and _____Cents PER LINEAR FOOT			
472	Hot Mix Asphalt for Patching @	25		
		TON		
	Dollars and _____Cents PER TON			
482.15	Asphalt Crack Sealing @	1,000		
		GAL		
	Dollars and _____Cents PER GALLON			
504	Granite Curb Type VA-4, Straight @	50		
		LF		
	Dollars and _____Cents PER LINEAR FOOT			
504.1	Granite Curb Type VA-4, Curved @	30		
		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)
509	Granite Transition Curb for Wheelchair Ramp, Straight, @	50		
		LF		
	Dollars and _____Cents PER LINEAR FOOT			
509.1	Granite Transition Curb for Wheelchair Ramp, Curved, @	150		
		LF		
	Dollars and _____Cents PER LINEAR FOOT			
516	Granite Curb Corner, Type A @	5		
		EA		
	Dollars and _____Cents PER EACH			
570	Hot Mix Asphalt Curb @	2,500		
		LF		
	Dollars and _____Cents PER LINEAR FOOT			
580	Granite Curb, Removed and Reset @	4,000		
		LF		
	Dollars and _____Cents PER LINEAR FOOT			
590	Granite Curb, Removed and Stacked @	25		
		LF		
	Dollars and _____Cents PER LINEAR FOOT			
701.1	Cement Concrete Sidewalks @	50		
		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)
701.2	Cement Concrete Driveways @	25		
	Dollars and _____Cents PER SQUARE YARD	SY		
701.3	Cement Concrete Wheelchair Ramps @	250		
	Dollars and _____Cents PER SQUARE YARD	SY		
702	Hot Mix Asphalt Sidewalks @	400		
	Dollars and _____Cents PER TON	TON		
703	Hot Mix Asphalt Driveway Apron @	150		
	Dollars and _____Cents PER TON	TON		
751	Loam Borrow @	300		
	Dollars and _____Cents PER CUBIC YARD	CY		
765	Seeding @	50		
	Dollars and _____Cents PER SQUARE YARD	SY		
767	Erosion Control @	1		
	Dollars and _____Cents PER LUMP SUM	LS		

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)
850	Traffic Management @	1		
		LS		
	Dollars and _____Cents PER LUMP SUM			
864.04	Pavement Arrows & Legend – Reflective White (Thermoplastic) @	250		
		SF		
	Dollars and _____Cents PER SQUARE FOOT			
866.04	4-inch Reflectorized White Line (Thermoplastic) @	6,500		
		LF		
	Dollars and _____Cents PER LINEAR FOOT			
866.06	6-inch Reflectorized White Line (Thermoplastic) @	200		
		LF		
	Dollars and _____Cents PER LINEAR FOOT			
866.12	12-inch Reflectorized White Line (Thermoplastic) @	3,000		
		LF		
	Dollars and _____Cents PER LINEAR FOOT			
867.04	4-inch Reflectorized Yellow Line (Thermoplastic) @	6,000		
		LF		
	Dollars and _____Cents PER LINEAR FOOT			
867.06	6-inch Reflectorized Yellow Line (Thermoplastic) @	200		
		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)
998	MBTA Requirements - Insurance & Flaggers @	1	\$10,000	\$10,000
		ALL		
	Dollars and _____Cents PER ALLOWANCE			
999	Policing @	1	\$100,000	\$100,000
		ALL		
	Dollars and _____Cents PER ALLOWANCE			

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

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**SUMMARY OF BIDS:**

**BASE BID:**

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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 June 15, 2025 and ready for final payment by July 1, 2025).
- 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**

**PENAL SUM FORM FORM**

**C - 00 43 13**

**BID BOND**

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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

(Seal)

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

(Seal)

By:

Signature

By:

Signature (Attach Power of Attorney)

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
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



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**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 asphalt pavement installation of at least 100,000 Tons;
- Installation of curbing (asphalt or granite) of at least 5,000 Linear Feet;
- Installation of crack sealing of at least 50,000 gallons;
- Installation of pavement markings of at least 500,000 Linear Feet
- Contract municipal project value at a minimum of \$1,000,000.

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**  
**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 **2021 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  
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.

- Pavement rehabilitation via mill and overlay or full depth reclamation
- Pavement reconstruction;
- Construction of cement concrete and/or asphalt sidewalks;
- Installation of new asphalt curb and/or granite curb;
- Removal & resetting of granite curb;
- Frame, Cover and/or grate adjustments, as required;
- Installation of asphalt crack sealing;
- Installation of pavement markings.

**ARTICLE 2 – THE PROJECT**

2.01 The Project under the Contract Documents is generally described as **"Annual Road & Sidewalk Maintenance Contract."**

**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. The work as described above will be required under contract which is valid for a total of **one (1) calendar year** with the Town's option to renew for up to **two (2) additional calendar years**, in one year increments, from the Notice to Proceed. It is understood and agreed that all specified times or periods of performance are of the essence of this Agreement.

## ARTICLE 5 – ADJUSTMENTS TO THE CONTRACT PRICE

### 5.01 *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. The Contractor may periodically submit to the Engineer, invoices itemizing service, labor and expenses for which compensation is due and requesting payment for services rendered by the Contractor during the period covered by the invoice per Article 14 of the 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.
- B. Acceptance by the Contractor of payment from the Town for final services and Work under this Agreement shall be deemed to release forever the Town from all claims and liabilities per Paragraph 14.09 of the General Conditions and Supplementary Conditions (if any).

### 6.02 *Progress Payments; Retainage*

All invoices submitted, in the manner stated above, will be processed and forwarded, to the City Auditor's Office, for payment, within thirty (30) days, provided the equipment, materials, supplies and/or services have been delivered and/or rendered, as directed, and accepted by the Lawrence Department of Public Works Director.

1. Prior to Substantial Completion, All invoices are to be submitted in duplicate to the Town of Manchester By-The-Sea, 10 Central Street, Department of Public Works Office, Room 6, 01944 Attention: Mr. Charles Dam, PE. Only invoices referencing a

valid purchase order, authorized by the Town of Manchester By-The-Sea Purchasing Agent and Comptroller, will be processed for payment.

#### **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.

### **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: \_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

Attest: \_\_\_\_\_  
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.**

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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

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(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.

Issued: February 2025

## **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)*

Application Period:		Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment  
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE ..... \$ ..

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 Materials \$ ..

. 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) \$ ..

**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:**

Issued: February 2025

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

\_\_\_\_\_

Based on: CASE Form B-1999  
(Issued: February 2025)

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Issued: February 2025

# 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:

Issued: February 2025

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

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

Receipt Acknowledged by Contractor:

Date:

Copy to Owner

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Issued: February 2025

# 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):


Issued: February 2025

**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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Issued: February 2025

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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Issued: February 2025

**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: _____

Issued: February 2025

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:

Issued: February 2025

# 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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Issued: February 2025

# 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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Issued: February 2025

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

Date \_\_\_\_\_

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Issued: February 2025



# 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

Issued: February 2025

# 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

This page intentionally left blank

Issued: February 2025

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**



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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.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any “Track Changes,” redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

## **5.0 LICENSE AGREEMENT**

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at [www.ejcdc.org](http://www.ejcdc.org) and the websites of EJCDC’s sponsoring organizations.



# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## 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



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:** Manchester by the sea  
**Contract Number:** **City/Town:** MANCHESTER  
**Description of Work:** Provide on-call services to repair, rehabilitate, and/or replace the Town of Manchester-By-The-Sea, MA (Town/Owner) roadway and sidewalk infrastructure, when requested by the Owner.  
**Job Location:** Manchester-By-The-Sea

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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 updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F "rental of equipment" contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets from DLS and provide them to the contractor.
- 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>	01/01/2025	\$39.95	\$15.57	\$20.17	\$0.00	\$75.69
	06/01/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$76.69
	12/01/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$78.30
	01/01/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$78.90
	06/01/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$79.90
	12/01/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$81.64
	01/01/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.02	\$15.57	\$20.17	\$0.00	\$75.76
	06/01/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$76.76
	12/01/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$78.37
	01/01/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$78.97
	06/01/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$79.97
	12/01/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$81.71
	01/01/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.14	\$15.57	\$20.17	\$0.00	\$75.88
	06/01/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$76.88
	12/01/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$78.49
	01/01/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$79.09
	06/01/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$80.09
	12/01/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$81.83
	01/01/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	01/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$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>	12/01/2024	\$42.80	\$14.50	\$11.05	\$0.00	\$68.35
	06/01/2025	\$43.80	\$14.50	\$11.05	\$0.00	\$69.35
	12/01/2025	\$44.80	\$14.50	\$11.05	\$0.00	\$70.35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$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>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

**Apprentice - BOILERMAKER - Local 29**

**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) <i>BRICKLAYERS LOCAL 3 (LYNN)</i>	02/01/2025	\$65.80	\$11.49	\$23.59	\$0.00	\$100.88
	08/01/2025	\$67.95	\$11.49	\$23.59	\$0.00	\$103.03
	02/01/2026	\$69.30	\$11.49	\$23.59	\$0.00	\$104.38
	08/01/2026	\$71.50	\$11.49	\$23.59	\$0.00	\$106.58
	02/01/2027	\$72.90	\$11.49	\$23.59	\$0.00	\$107.98

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

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.90	\$11.49	\$23.59	\$0.00	\$67.98
2	60	\$39.48	\$11.49	\$23.59	\$0.00	\$74.56
3	70	\$46.06	\$11.49	\$23.59	\$0.00	\$81.14
4	80	\$52.64	\$11.49	\$23.59	\$0.00	\$87.72
5	90	\$59.22	\$11.49	\$23.59	\$0.00	\$94.30

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$33.98	\$11.49	\$23.59	\$0.00	\$69.06
2	60	\$40.77	\$11.49	\$23.59	\$0.00	\$75.85
3	70	\$47.57	\$11.49	\$23.59	\$0.00	\$82.65
4	80	\$54.36	\$11.49	\$23.59	\$0.00	\$89.44
5	90	\$61.16	\$11.49	\$23.59	\$0.00	\$96.24

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2024	\$48.10	\$9.65	\$18.22	\$0.00	\$75.97
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$49.60	\$9.65	\$18.22	\$0.00	\$77.47
	12/01/2025	\$51.10	\$9.65	\$18.22	\$0.00	\$78.97
	06/01/2026	\$52.65	\$9.65	\$18.22	\$0.00	\$80.52
	12/01/2026	\$54.15	\$9.65	\$18.22	\$0.00	\$82.02
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2024	\$48.37	\$9.83	\$19.97	\$0.00	\$78.17
	03/01/2025	\$49.62	\$9.83	\$19.97	\$0.00	\$79.42
	09/01/2025	\$50.87	\$9.83	\$19.97	\$0.00	\$80.67
	03/01/2026	\$52.12	\$9.83	\$19.97	\$0.00	\$81.92
	09/01/2026	\$53.37	\$9.83	\$19.97	\$0.00	\$83.17
	03/01/2027	\$54.62	\$9.83	\$19.97	\$0.00	\$84.42

#### Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.77	\$9.83	\$1.73	\$0.00	\$33.33
2	45	\$21.77	\$9.83	\$1.73	\$0.00	\$33.33
3	55	\$26.60	\$9.83	\$3.40	\$0.00	\$39.83
4	55	\$26.60	\$9.83	\$3.40	\$0.00	\$39.83
5	70	\$33.86	\$9.83	\$16.51	\$0.00	\$60.20
6	70	\$33.86	\$9.83	\$16.51	\$0.00	\$60.20
7	80	\$38.70	\$9.83	\$18.24	\$0.00	\$66.77
8	80	\$38.70	\$9.83	\$18.24	\$0.00	\$66.77

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
2	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
3	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
4	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
5	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
6	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
7	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77
8	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER WOOD FRAME	10/01/2024	\$26.65	\$7.02	\$4.80	\$0.00	\$38.47
CARPENTERS-ZONE 3 (Wood Frame)	10/01/2025	\$27.75	\$7.02	\$4.80	\$0.00	\$39.57
	10/01/2026	\$28.85	\$7.02	\$4.80	\$0.00	\$40.67
All Aspects of New Wood Frame Work						

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.99	\$7.02	\$0.00	\$0.00	\$23.01
2	60	\$15.99	\$7.02	\$0.00	\$0.00	\$23.01
3	65	\$17.32	\$7.02	\$1.00	\$0.00	\$25.34
4	70	\$18.66	\$7.02	\$1.00	\$0.00	\$26.68
5	75	\$19.99	\$7.02	\$4.80	\$0.00	\$31.81
6	80	\$21.32	\$7.02	\$4.80	\$0.00	\$33.14
7	85	\$22.65	\$7.02	\$4.80	\$0.00	\$34.47
8	90	\$23.99	\$7.02	\$4.80	\$0.00	\$35.81

Effective Date - 10/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.65	\$7.02	\$0.00	\$0.00	\$23.67
2	60	\$16.65	\$7.02	\$0.00	\$0.00	\$23.67
3	65	\$18.04	\$7.02	\$1.00	\$0.00	\$26.06
4	70	\$19.43	\$7.02	\$1.00	\$0.00	\$27.45
5	75	\$20.81	\$7.02	\$4.80	\$0.00	\$32.63
6	80	\$22.20	\$7.02	\$4.80	\$0.00	\$34.02
7	85	\$23.59	\$7.02	\$4.80	\$0.00	\$35.41
8	90	\$24.98	\$7.02	\$4.80	\$0.00	\$36.80

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	07/01/2024	\$49.19	\$13.35	\$24.21	\$1.80	\$88.55
BRICKLAYERS LOCAL 3 (LYNN)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Lynn)**

**Effective Date - 07/01/2024**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.60	\$13.35	\$16.43	\$0.00	\$54.38
2	60	\$29.51	\$13.35	\$19.21	\$1.80	\$63.87
3	65	\$31.97	\$13.35	\$20.21	\$1.80	\$67.33
4	70	\$34.43	\$13.35	\$21.21	\$1.80	\$70.79
5	75	\$36.89	\$13.35	\$22.21	\$1.80	\$74.25
6	80	\$39.35	\$13.35	\$23.21	\$1.80	\$77.71
7	90	\$44.27	\$13.35	\$24.21	\$1.80	\$83.63

**Notes:**

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

**Apprentice to Journeyworker Ratio:1:3**

CHAIN SAW OPERATOR LABORERS - ZONE 2	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	12/01/2024	\$58.18	\$15.55	\$16.50	\$0.00	\$90.23
	06/01/2025	\$59.51	\$15.55	\$16.50	\$0.00	\$91.56
	12/01/2025	\$60.98	\$15.55	\$16.50	\$0.00	\$93.03
	06/01/2026	\$62.31	\$15.55	\$16.50	\$0.00	\$94.36
	12/01/2026	\$63.79	\$15.55	\$16.50	\$0.00	\$95.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 - BRIDGES/TANKS							
Effective Date - 01/01/2025							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18	
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76	
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29	
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82	
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19	
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73	
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25	
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30	
<div>Notes:</div> <div>Steps are 750 hrs.</div>							
Apprentice to Journeyworker Ratio:1:1							
DEMO: ADZEMAN		12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
LABORERS - ZONE 2		06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
		12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
		06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
		12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
		06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
		12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
		06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
		12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BACKHOE/LOADER/HAMMER OPERATOR		12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
LABORERS - ZONE 2		06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
		12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
		06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
		12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
		06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
		12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
		06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
		12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BURNERS		12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
LABORERS - ZONE 2		06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
		12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
		06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
		12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
		06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
		12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
		06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
		12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
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Issue Date:		02/13/2025	Wage Request Number:		20250213-012		Page 9 of 39



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
LABORERS - ZONE 2	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
LABORERS - ZONE 2	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
LABORERS - ZONE 2	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER	08/01/2024	\$78.11	\$10.08	\$21.66	\$0.00	\$109.85
PILE DRIVER LOCAL 56 (ZONE 1)						
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate						
DIVER TENDER	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
PILE DRIVER LOCAL 56 (ZONE 1)						
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate						
DIVER TENDER (EFFLUENT)	08/01/2024	\$83.69	\$10.08	\$24.29	\$0.00	\$118.06
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2024	\$63.78	\$13.00	\$22.26	\$0.00	\$99.04

03/01/2025	\$64.98	\$13.00	\$22.30	\$0.00	\$100.28
09/01/2025	\$66.89	\$13.00	\$22.36	\$0.00	\$102.25
03/01/2026	\$68.09	\$13.00	\$22.39	\$0.00	\$103.48
09/01/2026	\$70.00	\$13.00	\$22.45	\$0.00	\$105.45
03/01/2027	\$71.19	\$13.00	\$22.49	\$0.00	\$106.68
09/01/2027	\$73.11	\$13.00	\$22.54	\$0.00	\$108.65
03/01/2028	\$74.31	\$13.00	\$22.58	\$0.00	\$109.89

**Apprentice - *ELECTRICIAN - Local 103***

**Effective Date - 09/01/2024**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$25.51	\$13.00	\$0.77	\$0.00	\$39.28
2	40	\$25.51	\$13.00	\$0.77	\$0.00	\$39.28
3	45	\$28.70	\$13.00	\$16.69	\$0.00	\$58.39
4	45	\$28.70	\$13.00	\$16.69	\$0.00	\$58.39
5	50	\$31.89	\$13.00	\$17.20	\$0.00	\$62.09
6	55	\$35.08	\$13.00	\$17.70	\$0.00	\$65.78
7	60	\$38.27	\$13.00	\$18.21	\$0.00	\$69.48
8	65	\$41.46	\$13.00	\$18.71	\$0.00	\$73.17
9	70	\$44.65	\$13.00	\$19.22	\$0.00	\$76.87
10	75	\$47.84	\$13.00	\$19.74	\$0.00	\$80.58

**Effective Date - 03/01/2025**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$25.99	\$13.00	\$0.78	\$0.00	\$39.77
2	40	\$25.99	\$13.00	\$0.78	\$0.00	\$39.77
3	45	\$29.24	\$13.00	\$16.71	\$0.00	\$58.95
4	45	\$29.24	\$13.00	\$16.71	\$0.00	\$58.95
5	50	\$32.49	\$13.00	\$17.21	\$0.00	\$62.70
6	55	\$35.74	\$13.00	\$17.72	\$0.00	\$66.46
7	60	\$38.99	\$13.00	\$18.23	\$0.00	\$70.22
8	65	\$42.24	\$13.00	\$18.74	\$0.00	\$73.98
9	70	\$45.49	\$13.00	\$19.24	\$0.00	\$77.73
10	75	\$48.74	\$13.00	\$19.76	\$0.00	\$81.50

**Notes :**

**Apprentice to Journeyworker Ratio:2:3\*\*\***

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
<b>Apprentice - ELEVATOR CONSTRUCTOR - Local 4</b>						
<b>Effective Date - 01/01/2022</b>						
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
<b>Notes:</b> Steps 1-2 are 6 mos.; Steps 3-5 are 1 year						
<b>Apprentice to Journeyworker Ratio:1:1</b>						
ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2024	\$51.78	\$15.30	\$16.40	\$0.00	\$83.48
	05/01/2025	\$53.22	\$15.30	\$16.40	\$0.00	\$84.92
	11/01/2025	\$54.51	\$15.30	\$16.40	\$0.00	\$86.21
	05/01/2026	\$55.95	\$15.30	\$16.40	\$0.00	\$87.65
	11/01/2026	\$57.24	\$15.30	\$16.40	\$0.00	\$88.94
	05/01/2027	\$58.67	\$15.30	\$16.40	\$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>	11/01/2024	\$53.37	\$15.30	\$16.40	\$0.00	\$85.07
	05/01/2025	\$54.82	\$15.30	\$16.40	\$0.00	\$86.52
	11/01/2025	\$56.12	\$15.30	\$16.40	\$0.00	\$87.82
	05/01/2026	\$57.57	\$15.30	\$16.40	\$0.00	\$89.27
	11/01/2026	\$58.87	\$15.30	\$16.40	\$0.00	\$90.57
	05/01/2027	\$60.32	\$15.30	\$16.40	\$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>	11/01/2024	\$25.37	\$15.30	\$16.40	\$0.00	\$57.07
	05/01/2025	\$26.22	\$15.30	\$16.40	\$0.00	\$57.92
	11/01/2025	\$26.98	\$15.30	\$16.40	\$0.00	\$58.68
	05/01/2026	\$27.83	\$15.30	\$16.40	\$0.00	\$59.53
	11/01/2026	\$28.59	\$15.30	\$16.40	\$0.00	\$60.29
	05/01/2027	\$29.44	\$15.30	\$16.40	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	09/01/2024	\$63.78	\$13.00	\$22.26	\$0.00	\$99.04
	03/01/2025	\$64.98	\$13.00	\$22.30	\$0.00	\$100.28
	09/01/2025	\$66.89	\$13.00	\$22.36	\$0.00	\$102.25
	03/01/2026	\$68.09	\$13.00	\$22.39	\$0.00	\$103.48
	09/01/2026	\$70.00	\$13.00	\$22.45	\$0.00	\$105.45
	03/01/2027	\$71.19	\$13.00	\$22.49	\$0.00	\$106.68
	09/01/2027	\$73.11	\$13.00	\$22.54	\$0.00	\$108.65
	03/01/2028	\$74.31	\$13.00	\$22.58	\$0.00	\$109.89
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 103</i>	09/01/2024	\$51.02	\$13.00	\$20.24	\$0.00	\$84.26
	03/01/2025	\$51.98	\$13.00	\$20.27	\$0.00	\$85.25
	09/01/2025	\$53.51	\$13.00	\$20.32	\$0.00	\$86.83
	03/01/2026	\$54.47	\$13.00	\$20.34	\$0.00	\$87.81
	09/01/2026	\$56.00	\$13.00	\$20.39	\$0.00	\$89.39
	03/01/2027	\$56.95	\$13.00	\$20.42	\$0.00	\$90.37
	09/01/2027	\$58.49	\$13.00	\$20.46	\$0.00	\$91.95
	03/01/2028	\$59.45	\$13.00	\$20.49	\$0.00	\$92.94
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$45.96	\$15.55	\$16.50	\$0.00	\$78.01
	06/01/2025	\$47.02	\$15.55	\$16.50	\$0.00	\$79.07
	12/01/2025	\$48.19	\$15.55	\$16.50	\$0.00	\$80.24
	06/01/2026	\$49.25	\$15.55	\$16.50	\$0.00	\$81.30
	12/01/2026	\$50.43	\$15.55	\$16.50	\$0.00	\$82.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2024	\$27.01	\$9.65	\$17.80	\$0.00	\$54.46
	06/01/2025	\$28.09	\$9.65	\$17.80	\$0.00	\$55.54
	12/01/2025	\$28.09	\$9.65	\$17.80	\$0.00	\$55.54
	06/01/2026	\$29.21	\$9.65	\$17.80	\$0.00	\$56.66
	12/01/2026	\$29.21	\$9.65	\$17.80	\$0.00	\$56.66
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	09/01/2024	\$56.23	\$8.83	\$20.27	\$0.00	\$85.33
	03/01/2025	\$57.73	\$8.83	\$20.27	\$0.00	\$86.83
	09/01/2025	\$59.23	\$8.83	\$20.27	\$0.00	\$88.33
	03/01/2026	\$60.73	\$8.83	\$20.27	\$0.00	\$89.83
	09/01/2026	\$62.23	\$8.83	\$20.27	\$0.00	\$91.33
	03/01/2027	\$63.73	\$8.83	\$20.27	\$0.00	\$92.83

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.30	\$8.83	\$1.76	\$0.00	\$35.89
2	45	\$25.30	\$8.83	\$1.76	\$0.00	\$35.89
3	55	\$30.93	\$8.83	\$3.52	\$0.00	\$43.28
4	55	\$30.93	\$8.83	\$3.52	\$0.00	\$43.28
5	70	\$39.36	\$8.83	\$16.75	\$0.00	\$64.94
6	70	\$39.36	\$8.83	\$16.75	\$0.00	\$64.94
7	80	\$44.98	\$8.83	\$18.51	\$0.00	\$72.32
8	80	\$44.98	\$8.83	\$18.51	\$0.00	\$72.32

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.98	\$8.83	\$1.76	\$0.00	\$36.57
2	45	\$25.98	\$8.83	\$1.76	\$0.00	\$36.57
3	55	\$31.75	\$8.83	\$3.52	\$0.00	\$44.10
4	55	\$31.75	\$8.83	\$3.52	\$0.00	\$44.10
5	70	\$40.41	\$8.83	\$16.75	\$0.00	\$65.99
6	70	\$40.41	\$8.83	\$16.75	\$0.00	\$65.99
7	80	\$46.18	\$8.83	\$18.51	\$0.00	\$73.52
8	80	\$46.18	\$8.83	\$18.51	\$0.00	\$73.52

Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86
GLAZIERS LOCAL 35 (ZONE 2)						

Apprentice - GLAZIER - Local 35 Zone 2  
Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date -** 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$31.37	\$0.00	\$0.00	\$0.00	\$31.37
2	60	\$34.22	\$15.55	\$16.50	\$0.00	\$66.27
3	65	\$37.07	\$15.55	\$16.50	\$0.00	\$69.12
4	70	\$39.92	\$15.55	\$16.50	\$0.00	\$71.97
5	75	\$42.77	\$15.55	\$16.50	\$0.00	\$74.82
6	80	\$45.62	\$15.55	\$16.50	\$0.00	\$77.67
7	85	\$48.48	\$15.55	\$16.50	\$0.00	\$80.53
8	90	\$51.33	\$15.55	\$16.50	\$0.00	\$83.38

**Effective Date -** 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$32.08	\$0.00	\$0.00	\$0.00	\$32.08
2	60	\$35.00	\$15.55	\$16.50	\$0.00	\$67.05
3	65	\$37.91	\$15.55	\$16.50	\$0.00	\$69.96
4	70	\$40.83	\$15.55	\$16.50	\$0.00	\$72.88
5	75	\$43.75	\$15.55	\$16.50	\$0.00	\$75.80
6	80	\$46.66	\$15.55	\$16.50	\$0.00	\$78.71
7	85	\$49.58	\$15.55	\$16.50	\$0.00	\$81.63
8	90	\$52.50	\$15.55	\$16.50	\$0.00	\$84.55

**Notes:**

**Apprentice to Journeyworker Ratio:1:6**

HVAC (DUCTWORK)	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS)	09/01/2024	\$63.78	\$13.00	\$22.26	\$0.00	\$99.04
ELECTRICIANS LOCAL 103	03/01/2025	\$64.98	\$13.00	\$22.30	\$0.00	\$100.28
	09/01/2025	\$66.89	\$13.00	\$22.36	\$0.00	\$102.25
	03/01/2026	\$68.09	\$13.00	\$22.39	\$0.00	\$103.48
	09/01/2026	\$70.00	\$13.00	\$22.45	\$0.00	\$105.45
	03/01/2027	\$71.19	\$13.00	\$22.49	\$0.00	\$106.68
	09/01/2027	\$73.11	\$13.00	\$22.54	\$0.00	\$108.65
	03/01/2028	\$74.31	\$13.00	\$22.58	\$0.00	\$109.89
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR)	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34
For apprentice rates see "Apprentice- SHEET METAL WORKER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537 (Local 138)</i>	09/01/2024	\$67.08	\$12.70	\$21.80	\$0.00	\$101.58
	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537 (Local 138)</i>	09/01/2024	\$67.08	\$12.70	\$21.80	\$0.00	\$101.58
	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$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>	09/01/2024	\$56.92	\$14.75	\$19.61	\$0.00	\$91.28
	09/01/2025	\$60.34	\$14.75	\$19.61	\$0.00	\$94.70
	09/01/2026	\$63.76	\$14.75	\$19.61	\$0.00	\$98.12

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

**Effective Date -** 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.46	\$14.75	\$14.32	\$0.00	\$57.53
2	60	\$34.15	\$14.75	\$15.37	\$0.00	\$64.27
3	70	\$39.84	\$14.75	\$16.43	\$0.00	\$71.02
4	80	\$45.54	\$14.75	\$17.49	\$0.00	\$77.78

**Effective Date -** 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.17	\$14.75	\$14.32	\$0.00	\$59.24
2	60	\$36.20	\$14.75	\$15.37	\$0.00	\$66.32
3	70	\$42.24	\$14.75	\$16.43	\$0.00	\$73.42
4	80	\$48.27	\$14.75	\$17.49	\$0.00	\$80.51

**Notes:**

Steps are 1 year

**Apprentice to Journeyworker Ratio:1:4**

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (BOSTON AREA)</i>	03/16/2024	\$53.97	\$8.35	\$26.70	\$0.00	\$89.02
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Apprentice - IRONWORKER - Local 7 Boston  
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	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
LABORERS - ZONE 2	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
LABORERS - ZONE 2	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.92	\$9.65	\$17.70	\$0.00	\$51.27
2	70	\$27.90	\$9.65	\$17.70	\$0.00	\$55.25
3	80	\$31.89	\$9.65	\$17.70	\$0.00	\$59.24
4	90	\$35.87	\$9.65	\$17.70	\$0.00	\$63.22

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.75	\$9.65	\$17.70	\$0.00	\$52.10
2	70	\$28.88	\$9.65	\$17.70	\$0.00	\$56.23
3	80	\$33.00	\$9.65	\$17.70	\$0.00	\$60.35
4	90	\$37.13	\$9.65	\$17.70	\$0.00	\$64.48

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2024	\$39.86	\$9.65	\$17.80	\$0.00	\$67.31
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2025	\$41.25	\$9.65	\$17.80	\$0.00	\$68.70
	12/01/2025	\$42.63	\$9.65	\$17.80	\$0.00	\$70.08
	06/01/2026	\$44.07	\$9.65	\$17.80	\$0.00	\$71.52
	12/01/2026	\$45.51	\$9.65	\$17.80	\$0.00	\$72.96

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.92	\$9.65	\$17.80	\$0.00	\$51.37
2	70	\$27.90	\$9.65	\$17.80	\$0.00	\$55.35
3	80	\$31.89	\$9.65	\$17.80	\$0.00	\$59.34
4	90	\$35.87	\$9.65	\$17.80	\$0.00	\$63.32

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.75	\$9.65	\$17.80	\$0.00	\$52.20
2	70	\$28.88	\$9.65	\$17.80	\$0.00	\$56.33
3	80	\$33.00	\$9.65	\$17.80	\$0.00	\$60.45
4	90	\$37.13	\$9.65	\$17.80	\$0.00	\$64.58

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/02/2024	\$39.95	\$9.65	\$17.76	\$0.00	\$67.36
	06/02/2025	\$41.34	\$9.65	\$17.76	\$0.00	\$68.75
	12/01/2025	\$42.72	\$9.65	\$17.76	\$0.00	\$70.13
	06/01/2026	\$44.16	\$9.65	\$17.76	\$0.00	\$71.57
	12/07/2026	\$45.60	\$9.65	\$17.76	\$0.00	\$73.01
	06/07/2027	\$47.05	\$9.65	\$17.76	\$0.00	\$74.46
	12/06/2027	\$48.50	\$9.65	\$17.76	\$0.00	\$75.91
	06/05/2028	\$50.00	\$9.65	\$17.76	\$0.00	\$77.41
	12/04/2028	\$51.50	\$9.65	\$17.76	\$0.00	\$78.91
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	02/01/2025	\$50.36	\$11.49	\$21.62	\$0.00	\$83.47
	08/01/2025	\$52.08	\$11.49	\$21.62	\$0.00	\$85.19
	02/01/2026	\$53.16	\$11.49	\$21.62	\$0.00	\$86.27
	08/01/2026	\$54.92	\$11.49	\$21.62	\$0.00	\$88.03
	02/01/2027	\$56.04	\$11.49	\$21.62	\$0.00	\$89.15

Classification			Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - MARBLE &amp; TILE FINISHER - Local 3 Marble &amp; Tile</b>								
<b>Effective Date - 02/01/2025</b>								
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$25.18		\$11.49	\$21.62	\$0.00	\$58.29	
2	60	\$30.22		\$11.49	\$21.62	\$0.00	\$63.33	
3	70	\$35.25		\$11.49	\$21.62	\$0.00	\$68.36	
4	80	\$40.29		\$11.49	\$21.62	\$0.00	\$73.40	
5	90	\$45.32		\$11.49	\$21.62	\$0.00	\$78.43	
<b>Effective Date - 08/01/2025</b>								
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$26.04		\$11.49	\$21.62	\$0.00	\$59.15	
2	60	\$31.25		\$11.49	\$21.62	\$0.00	\$64.36	
3	70	\$36.46		\$11.49	\$21.62	\$0.00	\$69.57	
4	80	\$41.66		\$11.49	\$21.62	\$0.00	\$74.77	
5	90	\$46.87		\$11.49	\$21.62	\$0.00	\$79.98	
<b>Notes:</b>								
<b>Apprentice to Journeyworker Ratio:1:3</b>								
MARBLE MASONS,TILELAYERS & TERRAZZO MECH			02/01/2025	\$65.82	\$11.49	\$23.56	\$0.00	\$100.87
BRICKLAYERS LOCAL 3 - MARBLE & TILE			08/01/2025	\$67.97	\$11.49	\$23.56	\$0.00	\$103.02
			02/01/2026	\$69.32	\$11.49	\$23.56	\$0.00	\$104.37
			08/01/2026	\$71.52	\$11.49	\$23.56	\$0.00	\$106.57
			02/01/2027	\$72.92	\$11.49	\$23.56	\$0.00	\$107.97

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

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.91	\$11.49	\$23.56	\$0.00	\$67.96
2	60	\$39.49	\$11.49	\$23.56	\$0.00	\$74.54
3	70	\$46.07	\$11.49	\$23.56	\$0.00	\$81.12
4	80	\$52.66	\$11.49	\$23.56	\$0.00	\$87.71
5	90	\$59.24	\$11.49	\$23.56	\$0.00	\$94.29

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$33.99	\$11.49	\$23.56	\$0.00	\$69.04
2	60	\$40.78	\$11.49	\$23.56	\$0.00	\$75.83
3	70	\$47.58	\$11.49	\$23.56	\$0.00	\$82.63
4	80	\$54.38	\$11.49	\$23.56	\$0.00	\$89.43
5	90	\$61.17	\$11.49	\$23.56	\$0.00	\$96.22

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)	01/06/2025	\$45.09	\$10.08	\$21.47	\$0.00	\$76.64
MILLWRIGHTS LOCAL 1121 - Zone 2	01/05/2026	\$47.42	\$10.08	\$21.47	\$0.00	\$78.97

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - MILLWRIGHT - Local 1121 Zone 2</b>						
<b>Effective Date - 01/06/2025</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.80	\$10.08	\$5.50	\$0.00	\$40.38
2	65	\$29.31	\$10.08	\$6.50	\$0.00	\$45.89
3	75	\$33.82	\$10.08	\$18.97	\$0.00	\$62.87
4	85	\$38.33	\$10.08	\$19.97	\$0.00	\$68.38
<b>Effective Date - 01/05/2026</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.08	\$10.08	\$5.50	\$0.00	\$41.66
2	65	\$30.82	\$10.08	\$6.50	\$0.00	\$47.40
3	75	\$35.57	\$10.08	\$18.97	\$0.00	\$64.62
4	85	\$40.31	\$10.08	\$19.97	\$0.00	\$70.36
<div><b>Notes:</b> Step 1&amp;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</div>						
<b>Apprentice to Journeyworker Ratio:1:4</b>						
MORTAR MIXER	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
LABORERS - ZONE 2	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/01/2024	\$25.37	\$15.30	\$16.40	\$0.00	\$57.07
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$25.97	\$15.30	\$16.40	\$0.00	\$57.67
	12/01/2025	\$26.63	\$15.30	\$16.40	\$0.00	\$58.33
	06/01/2026	\$27.22	\$15.30	\$16.40	\$0.00	\$58.92
	12/01/2026	\$27.89	\$15.30	\$16.40	\$0.00	\$59.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)	12/01/2024	\$31.08	\$15.30	\$16.40	\$0.00	\$62.78
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$31.80	\$15.30	\$16.40	\$0.00	\$63.50
	12/01/2025	\$32.60	\$15.30	\$16.40	\$0.00	\$64.30
	06/01/2026	\$33.32	\$15.30	\$16.40	\$0.00	\$65.02
	12/01/2026	\$34.12	\$15.30	\$16.40	\$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>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date -** 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2025	\$49.36	\$9.95	\$23.95	\$0.00	\$83.26
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\* If 30% or more of surfaces to be painted are new construction,

NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*

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

**Effective Date -** 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.68	\$9.95	\$0.00	\$0.00	\$34.63
2	55	\$27.15	\$9.95	\$6.66	\$0.00	\$43.76
3	60	\$29.62	\$9.95	\$7.26	\$0.00	\$46.83
4	65	\$32.08	\$9.95	\$7.87	\$0.00	\$49.90
5	70	\$34.55	\$9.95	\$20.32	\$0.00	\$64.82
6	75	\$37.02	\$9.95	\$20.93	\$0.00	\$67.90
7	80	\$39.49	\$9.95	\$21.53	\$0.00	\$70.97
8	90	\$44.42	\$9.95	\$22.74	\$0.00	\$77.11

**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, REPAINT) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$47.42	\$9.95	\$23.95	\$0.00	\$81.32

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

**Effective Date -** 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$9.95	\$0.00	\$0.00	\$33.66
2	55	\$26.08	\$9.95	\$6.66	\$0.00	\$42.69
3	60	\$28.45	\$9.95	\$7.26	\$0.00	\$45.66
4	65	\$30.82	\$9.95	\$7.87	\$0.00	\$48.64
5	70	\$33.19	\$9.95	\$20.32	\$0.00	\$63.46
6	75	\$35.57	\$9.95	\$20.93	\$0.00	\$66.45
7	80	\$37.94	\$9.95	\$21.53	\$0.00	\$69.42
8	90	\$42.68	\$9.95	\$22.74	\$0.00	\$75.37

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER / TAPER (BRUSH, NEW) *	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86
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\* If 30% or more of surfaces to be painted are new construction,  
NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*

**Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW**

**Effective Date -** 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2025	\$46.02	\$9.95	\$23.95	\$0.00	\$79.92
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*PAINTERS LOCAL 35 - ZONE 2*

**Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT**

**Effective Date -** 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.01	\$9.95	\$0.00	\$0.00	\$32.96
2	55	\$25.31	\$9.95	\$6.66	\$0.00	\$41.92
3	60	\$27.61	\$9.95	\$7.26	\$0.00	\$44.82
4	65	\$29.91	\$9.95	\$7.87	\$0.00	\$47.73
5	70	\$32.21	\$9.95	\$20.32	\$0.00	\$62.48
6	75	\$34.52	\$9.95	\$20.93	\$0.00	\$65.40
7	80	\$36.82	\$9.95	\$21.53	\$0.00	\$68.30
8	90	\$41.42	\$9.95	\$22.74	\$0.00	\$74.11

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2024	\$39.86	\$9.65	\$17.80	\$0.00	\$67.31
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2025	\$41.25	\$9.65	\$17.80	\$0.00	\$68.70
	12/01/2025	\$42.63	\$9.65	\$17.80	\$0.00	\$70.08
	06/01/2026	\$44.07	\$9.65	\$17.80	\$0.00	\$71.52
	12/01/2026	\$45.51	\$9.65	\$17.80	\$0.00	\$72.96

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

PANEL & PICKUP TRUCKS DRIVER	01/01/2025	\$39.78	\$15.57	\$20.17	\$0.00	\$75.52
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$76.52
	12/01/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$78.13
	01/01/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$78.73
	06/01/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$79.73
	12/01/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$81.47
	01/01/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$82.07

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						

PILE DRIVER	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
PILE DRIVER LOCAL 56 (ZONE 1)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - PILE DRIVER - Local 56 Zone 1</b>						
<b>Effective Date - 08/01/2024</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.11	\$10.08	\$2.53	\$0.00	\$37.72
2	55	\$30.68	\$10.08	\$5.07	\$0.00	\$45.83
3	70	\$39.05	\$10.08	\$19.22	\$0.00	\$68.35
4	80	\$44.63	\$10.08	\$21.76	\$0.00	\$76.47
<b>Notes:</b> % Indentured BEFORE 8/1/20; 50/60/70/75/80/80/90/90 <b>Apprentice to Journeyworker Ratio: 1:5</b>						
<b>Step 1 \$62.37/ 2 \$67.84/ 3 \$73.42/ 4 \$76.21/ 5 &amp; 6 \$79.00/ 7 &amp; 8 \$84.58</b>						
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PIPEFITTER & STEAMFITTER	09/01/2024	\$67.08	\$12.70	\$21.80	\$0.00	\$101.58
PIPEFITTERS LOCAL 537 (Local 138)	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38

**Apprentice - PIPEFITTER Local 537 (Local 138)**

**Effective Date - 09/01/2024**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$26.83	\$12.70	\$9.05	\$0.00	\$48.58
2	45	\$30.19	\$12.70	\$21.80	\$0.00	\$64.69
3	60	\$40.25	\$12.70	\$21.80	\$0.00	\$74.75
4	70	\$46.96	\$12.70	\$21.80	\$0.00	\$81.46
5	80	\$53.66	\$12.70	\$21.80	\$0.00	\$88.16

**Effective Date - 03/01/2025**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$27.55	\$12.70	\$9.05	\$0.00	\$49.30
2	45	\$31.00	\$12.70	\$21.80	\$0.00	\$65.50
3	60	\$41.33	\$12.70	\$21.80	\$0.00	\$75.83
4	70	\$48.22	\$12.70	\$21.80	\$0.00	\$82.72
5	80	\$55.10	\$12.70	\$21.80	\$0.00	\$89.60

<b>Notes:</b>						
** 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)						
<b>Apprentice to Journeyworker Ratio:**</b>						

PIPELAYER	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
LABORERS - ZONE 2	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY)	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PLUMBER	09/01/2024	\$69.04	\$14.32	\$19.61	\$0.00	\$102.97
PLUMBERS & GASFITTERS LOCAL 12 (Local 138)	03/02/2025	\$70.84	\$14.32	\$19.61	\$0.00	\$104.77

**Apprentice - PLUMBER/GASFITTER - Local 12 (Local 138)**

**Effective Date - 09/01/2024**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$24.16	\$14.32	\$7.06	\$0.00	\$45.54
2	40	\$27.62	\$14.32	\$8.02	\$0.00	\$49.96
3	55	\$37.97	\$14.32	\$10.93	\$0.00	\$63.22
4	65	\$44.88	\$14.32	\$12.86	\$0.00	\$72.06
5	75	\$51.78	\$14.32	\$14.79	\$0.00	\$80.89

**Effective Date - 03/02/2025**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$24.79	\$14.32	\$7.06	\$0.00	\$46.17
2	40	\$28.34	\$14.32	\$8.02	\$0.00	\$50.68
3	55	\$38.96	\$14.32	\$10.93	\$0.00	\$64.21
4	65	\$46.05	\$14.32	\$12.86	\$0.00	\$73.23
5	75	\$53.13	\$14.32	\$14.79	\$0.00	\$82.24

**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.)	09/01/2024	\$67.08	\$12.70	\$21.80	\$0.00	\$101.58
PIPEFITTERS LOCAL 537 (Local 138)	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38
	For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"					
PNEUMATIC DRILL/TOOL OPERATOR	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
LABORERS - ZONE 2	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.86	\$9.65	\$17.70	\$0.00	\$68.21
	06/01/2025	\$42.25	\$9.65	\$17.70	\$0.00	\$69.60
	12/01/2025	\$43.63	\$9.65	\$17.70	\$0.00	\$70.98
	06/01/2026	\$45.07	\$9.65	\$17.70	\$0.00	\$72.42
	12/01/2026	\$46.51	\$9.65	\$17.70	\$0.00	\$73.86
	06/01/2027	\$47.96	\$9.65	\$17.70	\$0.00	\$75.31
	12/01/2027	\$49.41	\$9.65	\$17.70	\$0.00	\$76.76
	06/01/2028	\$50.91	\$9.65	\$17.70	\$0.00	\$78.26
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2024	\$40.86	\$9.40	\$17.55	\$0.00	\$67.81
	06/01/2025	\$42.25	\$9.40	\$17.55	\$0.00	\$69.20
	12/01/2025	\$43.63	\$9.40	\$17.55	\$0.00	\$70.58
	06/01/2026	\$45.07	\$9.40	\$17.55	\$0.00	\$72.02
	12/01/2026	\$46.51	\$9.40	\$17.55	\$0.00	\$73.46
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 42 - J.G. MacLeallan (Wakefield)</i>	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofing) <i>ROOFERS LOCAL 33</i>	02/01/2025	\$52.28	\$13.03	\$21.70	\$0.00	\$87.01
	08/01/2025	\$53.78	\$13.03	\$21.70	\$0.00	\$88.51
	02/01/2026	\$55.03	\$13.03	\$21.70	\$0.00	\$89.76

**Classification**
**Effective Date**
**Base Wage**
**Health**
**Pension**
**Supplemental  
Unemployment**
**Total Rate**
**Apprentice - ROOFER - Local 33**
**Effective Date - 02/01/2025**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.14	\$13.03	\$15.55	\$0.00	\$54.72
2	60	\$31.37	\$13.03	\$21.70	\$0.00	\$66.10
3	65	\$33.98	\$13.03	\$21.70	\$0.00	\$68.71
4	75	\$39.21	\$13.03	\$21.70	\$0.00	\$73.94
5	85	\$44.44	\$13.03	\$21.70	\$0.00	\$79.17

**Effective Date - 08/01/2025**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.89	\$13.03	\$15.55	\$0.00	\$55.47
2	60	\$32.27	\$13.03	\$21.70	\$0.00	\$67.00
3	65	\$34.96	\$13.03	\$21.70	\$0.00	\$69.69
4	75	\$40.34	\$13.03	\$21.70	\$0.00	\$75.07
5	85	\$45.71	\$13.03	\$21.70	\$0.00	\$80.44

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

**Apprentice to Journeyworker Ratio:\*\***
**ROOFER SLATE / TILE / PRECAST CONCRETE**
*ROOFERS LOCAL 33*

02/01/2025	\$52.53	\$13.03	\$21.70	\$0.00	\$87.26
08/01/2025	\$54.03	\$13.03	\$21.70	\$0.00	\$88.76
02/01/2026	\$55.28	\$13.03	\$21.70	\$0.00	\$90.01

For apprentice rates see "Apprentice- ROOFER"

**SHEETMETAL WORKER**
*SHEETMETAL WORKERS LOCAL 17 - A*

02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$25.07	\$14.75	\$6.13	\$0.00	\$45.95
2	42	\$25.07	\$14.75	\$6.13	\$0.00	\$45.95
3	47	\$28.05	\$14.75	\$12.11	\$1.62	\$56.53
4	47	\$28.05	\$14.75	\$12.11	\$1.62	\$56.53
5	52	\$31.04	\$14.75	\$13.09	\$1.74	\$60.62
6	52	\$31.04	\$14.75	\$13.34	\$1.75	\$60.88
7	60	\$35.81	\$14.75	\$14.75	\$1.93	\$67.24
8	65	\$38.80	\$14.75	\$15.73	\$2.04	\$71.32
9	75	\$44.77	\$14.75	\$17.69	\$2.28	\$79.49
10	85	\$50.74	\$14.75	\$19.15	\$2.49	\$87.13

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$25.85	\$14.75	\$6.13	\$0.00	\$46.73
2	42	\$25.85	\$14.75	\$6.13	\$0.00	\$46.73
3	47	\$28.92	\$14.75	\$12.11	\$1.62	\$57.40
4	47	\$28.92	\$14.75	\$12.11	\$1.62	\$57.40
5	52	\$32.00	\$14.75	\$13.09	\$1.74	\$61.58
6	52	\$32.00	\$14.75	\$13.34	\$1.75	\$61.84
7	60	\$36.92	\$14.75	\$14.75	\$1.93	\$68.35
8	65	\$40.00	\$14.75	\$15.73	\$2.04	\$72.52
9	75	\$46.16	\$14.75	\$17.69	\$2.28	\$80.88
10	85	\$52.31	\$14.75	\$19.15	\$2.49	\$88.70

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.53	\$15.57	\$20.17	\$0.00	\$76.27
	06/01/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$77.27
	12/01/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$78.88
	01/01/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$79.48
	06/01/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$80.48
	12/01/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$82.22
	01/01/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$82.82
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2</i>	10/01/2024	\$63.31	\$11.51	\$23.80	\$0.00	\$98.62
	03/01/2025	\$64.93	\$11.51	\$23.80	\$0.00	\$100.24

**Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2**

**Effective Date -** 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$22.16	\$11.51	\$13.07	\$0.00	\$46.74
2	40	\$25.32	\$11.51	\$13.90	\$0.00	\$50.73
3	45	\$28.49	\$11.51	\$14.72	\$0.00	\$54.72
4	50	\$31.66	\$11.51	\$15.55	\$0.00	\$58.72
5	55	\$34.82	\$11.51	\$16.38	\$0.00	\$62.71
6	60	\$37.99	\$11.51	\$17.20	\$0.00	\$66.70
7	65	\$41.15	\$11.51	\$18.03	\$0.00	\$70.69
8	70	\$44.32	\$11.51	\$18.85	\$0.00	\$74.68
9	75	\$47.48	\$11.51	\$19.68	\$0.00	\$78.67
10	80	\$50.65	\$11.51	\$20.50	\$0.00	\$82.66

**Effective Date -** 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$22.73	\$11.51	\$13.07	\$0.00	\$47.31
2	40	\$25.97	\$11.51	\$13.90	\$0.00	\$51.38
3	45	\$29.22	\$11.51	\$14.72	\$0.00	\$55.45
4	50	\$32.47	\$11.51	\$15.55	\$0.00	\$59.53
5	55	\$35.71	\$11.51	\$16.38	\$0.00	\$63.60
6	60	\$38.96	\$11.51	\$17.20	\$0.00	\$67.67
7	65	\$42.20	\$11.51	\$18.03	\$0.00	\$71.74
8	70	\$45.45	\$11.51	\$18.85	\$0.00	\$75.81
9	75	\$48.70	\$11.51	\$19.68	\$0.00	\$79.89
10	80	\$51.94	\$11.51	\$20.50	\$0.00	\$83.95

**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**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2024	\$51.02	\$13.00	\$20.24	\$0.00	\$84.26
	03/01/2025	\$51.98	\$13.00	\$20.27	\$0.00	\$85.25
	09/01/2025	\$53.51	\$13.00	\$20.32	\$0.00	\$86.83
	03/01/2026	\$54.47	\$13.00	\$20.34	\$0.00	\$87.81
	09/01/2026	\$56.00	\$13.00	\$20.39	\$0.00	\$89.39
	03/01/2027	\$56.95	\$13.00	\$20.42	\$0.00	\$90.37
	09/01/2027	\$58.49	\$13.00	\$20.46	\$0.00	\$91.95
	03/01/2028	\$59.45	\$13.00	\$20.49	\$0.00	\$92.94

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.96	\$13.00	\$0.69	\$0.00	\$36.65
2	45	\$22.96	\$13.00	\$0.69	\$0.00	\$36.65
3	50	\$25.51	\$13.00	\$16.16	\$0.00	\$54.67
4	50	\$25.51	\$13.00	\$16.16	\$0.00	\$54.67
5	55	\$28.06	\$13.00	\$16.57	\$0.00	\$57.63
6	60	\$30.61	\$13.00	\$16.97	\$0.00	\$60.58
7	65	\$33.16	\$13.00	\$17.38	\$0.00	\$63.54
8	70	\$35.71	\$13.00	\$17.78	\$0.00	\$66.49
9	75	\$38.27	\$13.00	\$18.18	\$0.00	\$69.45
10	80	\$40.82	\$13.00	\$18.58	\$0.00	\$72.40

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$23.39	\$13.00	\$0.70	\$0.00	\$37.09
2	45	\$23.39	\$13.00	\$0.70	\$0.00	\$37.09
3	50	\$25.99	\$13.00	\$16.16	\$0.00	\$55.15
4	50	\$25.99	\$13.00	\$16.16	\$0.00	\$55.15
5	55	\$28.59	\$13.00	\$16.57	\$0.00	\$58.16
6	60	\$31.19	\$13.00	\$16.97	\$0.00	\$61.16
7	65	\$33.79	\$13.00	\$17.38	\$0.00	\$64.17
8	70	\$36.39	\$13.00	\$17.78	\$0.00	\$67.17
9	75	\$38.99	\$13.00	\$18.18	\$0.00	\$70.17
10	80	\$41.58	\$13.00	\$18.58	\$0.00	\$73.16

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	02/01/2025	\$64.74	\$11.49	\$23.59	\$0.00	\$99.82
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2025	\$66.89	\$11.49	\$23.59	\$0.00	\$101.97
	02/01/2026	\$68.24	\$11.49	\$23.59	\$0.00	\$103.32
	08/01/2026	\$70.44	\$11.49	\$23.59	\$0.00	\$105.52
	02/01/2027	\$71.84	\$11.49	\$23.59	\$0.00	\$106.92

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.37	\$11.49	\$23.59	\$0.00	\$67.45
2	60	\$38.84	\$11.49	\$23.59	\$0.00	\$73.92
3	70	\$45.32	\$11.49	\$23.59	\$0.00	\$80.40
4	80	\$51.79	\$11.49	\$23.59	\$0.00	\$86.87
5	90	\$58.27	\$11.49	\$23.59	\$0.00	\$93.35

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$33.45	\$11.49	\$23.59	\$0.00	\$68.53
2	60	\$40.13	\$11.49	\$23.59	\$0.00	\$75.21
3	70	\$46.82	\$11.49	\$23.59	\$0.00	\$81.90
4	80	\$53.51	\$11.49	\$23.59	\$0.00	\$88.59
5	90	\$60.20	\$11.49	\$23.59	\$0.00	\$95.28

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	12/01/2024	\$51.28	\$9.65	\$18.22	\$0.00	\$79.15
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$52.78	\$9.65	\$18.22	\$0.00	\$80.65
	12/01/2025	\$54.28	\$9.65	\$18.22	\$0.00	\$82.15
	06/01/2026	\$55.83	\$9.65	\$18.22	\$0.00	\$83.70
	12/01/2026	\$57.33	\$9.65	\$18.22	\$0.00	\$85.20
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER	12/01/2024	\$47.07	\$9.65	\$18.22	\$0.00	\$74.94
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$48.57	\$9.65	\$18.22	\$0.00	\$76.44
	12/01/2025	\$50.07	\$9.65	\$18.22	\$0.00	\$77.94
	06/01/2026	\$51.62	\$9.65	\$18.22	\$0.00	\$79.49
	12/01/2026	\$53.12	\$9.65	\$18.22	\$0.00	\$80.99
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.82	\$15.57	\$20.17	\$0.00	\$76.56
	06/01/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$77.56
	12/01/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$79.17
	01/01/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$79.77
	06/01/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$80.77
	12/01/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$82.51
	01/01/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$59.18	\$9.65	\$19.00	\$0.00	\$87.83
	06/01/2025	\$60.68	\$9.65	\$19.00	\$0.00	\$89.33
	12/01/2025	\$62.18	\$9.65	\$19.00	\$0.00	\$90.83
	06/01/2026	\$63.73	\$9.65	\$19.00	\$0.00	\$92.38
	12/01/2026	\$65.23	\$9.65	\$19.00	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$61.18	\$9.65	\$19.00	\$0.00	\$89.83
	06/01/2025	\$62.68	\$9.65	\$19.00	\$0.00	\$91.33
	12/01/2025	\$64.18	\$9.65	\$19.00	\$0.00	\$92.83
	06/01/2026	\$65.73	\$9.65	\$19.00	\$0.00	\$94.38
	12/01/2026	\$67.23	\$9.65	\$19.00	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$51.25	\$9.65	\$19.00	\$0.00	\$79.90
	06/01/2025	\$52.75	\$9.65	\$19.00	\$0.00	\$81.40
	12/01/2025	\$54.25	\$9.65	\$19.00	\$0.00	\$82.90
	06/01/2026	\$55.80	\$9.65	\$19.00	\$0.00	\$84.45
	12/01/2026	\$57.30	\$9.65	\$19.00	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$53.25	\$9.65	\$19.00	\$0.00	\$81.90
	06/01/2025	\$54.75	\$9.65	\$19.00	\$0.00	\$83.40
	12/01/2025	\$56.25	\$9.65	\$19.00	\$0.00	\$84.90
	06/01/2026	\$57.80	\$9.65	\$19.00	\$0.00	\$86.45
	12/01/2026	\$59.30	\$9.65	\$19.00	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS &amp; GASFITTERS LOCAL 12 (Local 138)</i>	09/01/2024	\$69.04	\$14.07	\$18.36	\$0.00	\$101.47
	03/02/2025	\$70.84	\$14.32	\$18.61	\$0.00	\$103.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

#### Additional Apprentice Information:

All apprentices must be registered with the Division of Apprenticeship Training (DAS) in accordance with M.G.L. c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L. c. 149, §§ 26-27D. Apprentice ratios are established by DAS pursuant to M.G.L. c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements (CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate. Parties having questions regarding what ratio to use should contact DAS.

**END OF SECTION**

**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 - \$572.50 per TON (February 2025),  
Diesel – \$2.980 per GALLON (January 2025),  
Gasoline - \$2.426 per GALLON (January 2025),  
Portland Cement - \$425.53 per TON (February 2025)

- 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. Provide on-call services to repair, rehabilitate, and/or replace the Town of Manchester-By-The-Sea, MA (Town/Owner) roadway and sidewalk infrastructure, when requested by the Owner.
- B. All work completed in this contract shall be in accordance with the Massachusetts Department of Transportation Standard Specifications for Highways and Bridges, 2024 Edition.
- 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 includes, but is not limited to the following.
  - 1. Remove existing roadway surfaces by milling (cold planing) or full depth reclamation, curb to curb. Depth of pavement rehabilitation and limits of work to be determined by Owner and/or Engineer
  - 2. Furnish and install new asphalt roadway surfaces at depths and limits determined by the Owner and/or Engineer which includes adjustment of castings, as necessary.
  - 3. Construct cement and/or asphalt sidewalks.
  - 4. Furnish & Install asphalt and/or granite curb.
  - 5. Furnish & Install asphalt crack sealing.
  - 6. Install new pavement markings.
- B. The Town will award the contract based on pricing received.

- C. Work Site locations: Actual project location(s) shall be at various locations throughout the Town of Manchester By-The-Sea. Locations to be determined by Owner, from the list of streets provided in Appendix A.
- D. Existing conditions and Site data: Assess existing sited conditions; request and review all existing site data prior to beginning Work

#### 1.04 WORK SEQUENCE AND COORDINATION

- A. The work to be performed includes roadway & sidewalk rehabilitation and associated work as described above. The Work will extend over more than one construction season. Coordinate Work with Owner to limit impacts to the Town, businesses, residents and traffic patterns. **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.

#### 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 and all coordination. Direct payment of details throughout the project, without markup, shall be paid by the OWNER.

**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:

Not Required for this Contract.

~~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.

#### 1.05 ATTACHMENTS

A. None

#### 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

Delete – Not Required for the Project.

- ~~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

Delete – Not Required for the Project.

- ~~1. Provide one cellular smartphone for Owner's Representative/Engineer including computer accessible internet service and camera for the project equal to Apple iPhone X Plus.~~

#### 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.

#### 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 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**

**ITEM 100****MOBILIZATION****ALLOWANCE****DESCRIPTION**

This item shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges **2024** Edition for the establishment of all contractor's field offices, buildings, and other facilities necessary for work on the project and all other work and operations which must be performed or for costs which must be incurred prior to beginning work. The unit bid price for Mobilization shall not exceed 3% of the contract bid total, exclusive of this item. Failure to observe this requirement may result in rejection of the bid in accordance with Subsection 2.04.

**CONSTRUCTION METHODS**

The work required to provide the above facilities and services for Mobilization shall be done in a safe and workmanlike manner and shall conform with any pertinent local or state law, regulation, or code. Good housekeeping consistent with safety shall be maintained.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Method of Measurement Payment for Mobilization will be made on a lump sum basis:

1. The first payment of 50% of the lump sum price for Mobilization of the total bid price, will be made on the first estimate.
2. The second payment of 20% of the lump sum price for Mobilization of the total bid price, will be made following the substantial completion of the first year of the Contract. If the Town determines to not renew for any additional years, payment of any amount bid for Mobilization in excess of the total amount previously paid, will be paid by the Town.
3. The third payment of 20% of the lump sum price for Mobilization of the total bid price, will be made following the substantial completion of the second year of the Contract. If the Town determines to not renew for an additional year, payment of any amount bid for Mobilization in excess of the total amount previously paid, will be paid by the Town.
5. Upon completion of the third year of the contract, payment of any amount bid for Mobilization in excess of the total amount previously paid, will be paid by the Town.

**END OF SECTION**

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

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

Work under this item includes excavation of all materials obstructing execution of the required work as shown on the plans or as directed. Also included shall be the removal and disposal of all other materials not designated to be reused on the project. The Engineer shall determine the disposition of all materials with respect to removal and disposal.

**CONSTRUCTION METHODS**

Edges of excavations made in existing pavements shall be squared by saw cutting with power-driven tools to provide a neat, clean edge for joining new pavement. Ragged, uneven edges shall not be acceptable. Pavement areas which have been broken or undermined shall be edged neatly with minimum disturbance to remaining pavement. Payment for saw cutting shall be made under Item 482.3.

Foundations left in place under roadway shall be removed to a depth of 3 feet; all other foundations left in place shall be removed to a depth of 12 inches below the finished grade. The area shall be restored to match the existing or proposed grade with materials similar in kind to the abutting materials and will be paid for under the pertinent pavement items.

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

When working next to existing retaining walls, the Contractor shall exercise extreme caution not to disturb existing walls. If existing walls are disturbed, they shall be reconstructed at the Contractor's expense to thoroughly match the existing wall in color, texture, material, and workmanship.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Unclassified Excavation will be measured for payment by the cubic yard.



Unclassified Excavation will be paid for at the Contract unit price per cubic yard, which price shall include labor, materials, equipment, and incidental costs required to complete this work.

**END OF SECTION**

**ITEM 151**

**GRAVEL BORROW**

**CUBIC YARD**

**DESCRIPTION:**

This item of work shall consist of furnishing and placing gravel borrow.

**REFERENCES:**

Materials and construction methods shall conform, insofar as applicable, to the requirements of the Massachusetts Standard Specifications for Highways and Bridges, dated 1988, together with all errata addenda, additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Massachusetts Standard Specifications.

**MATERIALS:**

Gravel Borrow shall conform to the relevant provisions of Section 150, Embankment, of the Standard Specifications and the following special provisions

All materials used for sidewalks shall conform to the requirements of Subsection M1.03.0, Type b

All materials shall be placed and compacted as specified, and as directed by the Engineer.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Gravel Borrow will be measured by the actual number of cubic yards placed. Payment for work completed shall be at the contract unit bid price per cubic yards within the limits of work. Payment shall also include full compensation for all tools, machines and labor, and all other work necessary to complete the work in a satisfactory manner.

**END OF SECTION**

**ITEM 156**

**CRUSHED STONE**

**TON**

**DESCRIPTION:**

Work under this Item shall conform to the relevant provisions of Section 150 “Embankment”, of the Standard Specifications and the following:

The Work under this item shall include the provision, placement and compaction of crushed stone at locations where shown on the Plans or when directed by the Owner.

Crushed Stone shall conform to Subsection M2.01.4 of Division III, Materials of the Standard Specifications.

Preparation and installation of Gravel Borrow shall be in accordance with the appropriate Subsection of Section 150.6 of the Standard Specifications.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Crushed Stone shall be paid for at the unit bid price per ton in place complete. No additional compensation shall be made for the placement and compaction of crushed stone in small and isolated quantities.

**END OF SECTION**

**ITEM 170**

**FINE GRADING AND COMPACTING**

**SQUARE YARD**

**DESCRIPTION:**

Work under this Item shall conform to the relevant provisions of Section 170 “Grading”, of the Standard Specifications and the following:

In addition to those areas defined in the Standard Specifications, work under this Item shall include fine grading and compacting of subgrade areas at driveway and parking lot full depth construction locations, in areas of sidewalk and wheelchair ramp construction, in adjacent areas where existing curb is removed and reset, in adjacent areas where new curb is installed, in landscape areas where existing pavement is to be removed and replaced with loam and see, or as directed by the Engineer/Owner.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Payment under this item shall be in accordance with Subsection 170.81 of the Standard Specifications.

**END OF SECTION**

<u>ITEM 220.</u>	<u>DRAINAGE/SANITARY STRUCTURE ADJUSTED</u>	<u>EACH</u>
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<u>ITEM 220.5</u>	<u>DRAINAGE/SANITARY STRUCTURE REMODELED</u>	<u>EACH</u>
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**DESCRIPTION:**

Work under these Items shall conform to the relevant provisions of Section 220 and shall be applicable to all types of municipal structures, including drainage and sanitary structures. The frames and covers shall not be adjusted upward until after placement of the binder course, but before placement of the wearing course.

Manhole frames shall be set with the tops conforming accurately to the grade of the pavement or finished ground surface of as indicated on the drawings or directed. Frames shall be set concentric with the top of the masonry and in full bed of mortar so that the space between the top of the manhole masonry and the bottom flange of the frame shall be completely filled and made watertight. A thick ring of mortar extending to the outer edge of the masonry shall be placed all around and on top of the bottom flange. The mortar shall be smoothly finished and have a slight slope to shed water away from the frame.

During the work, the contractor shall take measures to assure that construction materials and debris do not enter the structure. At the completion of the work the connecting sewer/drain lines shall be inspected and debris associated with the work shall be removed and disposed.

Use of steel plated to cover open structures shall be considered incidental to the work and not cause for additional compensation. Multiple adjustments or remodeling that may be necessary as a result of the work sequence shall be considered part of the one-time measurement and payment and not cause for additional compensation.

Salvageable frames and grates (or covers) from existing structures to be removed shall be removed and reset to proposed structures as directed by the Engineer or, if not needed, shall be removed and stacked at the DPW yard. Non salvageable frames and grates (or covers) from existing structures to be removed shall become property of the Contractor and shall be disposed of off the site.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Structure Adjusted/Re-Modeled shall be measured per unit structure adjusted and/or re-modeled. This item shall be paid for at the contract unit price bid per drainage or sanitary manhole frame and cover adjusted (or remodeled), which price shall constitute full and complete compensation for all materials, bricks, removing, stacking, storing, resetting castings, for all excavation and backfill, equipment, tools, labor and incidentals required to finish the work of this item to the

satisfaction of the Engineer. No separate payment will be made for cleaning of structure and associated lines, but all costs in connection therewith shall be included in the unit price bid for this item.

New Frame and Grate (or Cover) shall be paid for under Item 222.3.

**END OF SECTION**

**ITEM 220.2****DRAINAGE STRUCTURE REBUILT****EACH****DESCRIPTION:**

Work under this Items shall conform to the relevant provisions of Section 220 and the following:

The work under this item shall consist of reconstructing existing catch basins or manholes as indicated on the plans or as directed by the Engineer. Work shall consist of removing and stockpiling the existing casting, removing a portion of the existing structure, and constructing a new structure in conformity with the lines, grades, dimensions, and details on the plans.

Existing castings shall be reset on each catch basin after the reconstruction. The walls of the existing structures shall be removed to a depth necessary to make the transition to the required lines, grade, and dimensions of the reconstructed catch basin as shown on the plans, or as directed by the Engineer. Any excavation required around the structure shall be done in a manner to cause the least disturbance to the surrounding area. When the mortar has set, the backfill shall be compacted to 95% density as defined in AASHTO-180, Method A or D.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

This item shall be paid for at the contract unit price bid per vertical foot measured in tenths of a foot from the bottom of the rebuilt masonry to the bottom of the casting, which price shall constitute full and complete compensation for all materials, brick or concrete blocks, removing, stacking, storing and resetting castings, removing and disposing existing walls, constructing new walls, for all excavation and backfill, any saw cutting, equipment, tools, labor and incidentals required to finish the work of this item to the satisfaction of the Engineer. No separate payment will be made for cleaning of structures.

**END OF SECTION**

**ITEM 220.3**

**DRAINAGE STRUCTURE – CHANGE IN TYPE**

**EACH**

**DESCRIPTION:**

The work to be done under this item shall conform to the relevant provisions of Section 220 of the Standard Specifications and the following:

Frames and grates or covers from existing structures shown on the drawings to be changed in type, shall be removed and stacked in the Town of Manchester-by-the-Sea DPW Yard at 85 Rear Pleasant Street, unless, in the judgment of the Engineer, they are unsuitable for reuse. Unsuitable frames, grates and covers shall become the property of the Contractor and shall be disposed of off the site at no additional cost to the Department. New frames, grates and covers shall be furnished and installed to supplement the reused frames, grates and covers, and shall be paid for under the appropriate items for frames and grates or frames and covers.

The work shall include cleaning drainage structures of any accumulation of silt, debris, or foreign matter of any kind. No separate payment will be made for cleaning of drainage structures, but all costs in connection therewith shall be included in the Contract unit price for drainage structures change in type.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Compensation for this work shall be at the contract unit price bid for Each, which price shall include all labor, tools, material, and necessary incidental expenses.

**END OF SECTION**



**ITEM 222.3****FRAME AND GRATE (OR COVER) – MUNICIPAL STANDARD****EACH****DESCRIPTION:**

The work of this Item shall conform to the relevant provisions of Section 200 of the Standard Specifications and the following:

Frames, grates, and covers shall be of good quality, strong, tough, even grained cast iron smooth, free from scale, lumps, blisters, sand holes and defects of any kind which render them unfit for the service for which they are intended. Grates, covers, and frame seats shall be machined to a true surface. Castings shall be thoroughly cleaned and subject to hammer inspection.

Manhole covers shall have a diamond pattern, pick holes and the appropriate word "DRAIN" or "SEWER" cast in 3 inch letters. Frames and covers shall be per municipal standard.

Casting frames shall be set in a full mortar bed with clay bricks (maximum height 8 inches) Use of cement concrete brick will not be allowed. Castings shall be set to line and grade and secured with a concrete collar that is overlaid with a minimum of two inches of Hot Mix Asphalt top course. Castings shall be set 1-inch lower than finish grade in pavement areas and 1" higher than the adjacent low side grade in roadside swale area.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Compensation for this work shall be at the contract unit price bid for Each, which price shall include all labor, tools, material, and necessary incidental expenses.

**END OF SECTION**

<u>ITEM 358</u>	<u>GATE BOX ADJUSTED</u>	<u>EACH</u>
<u>ITEM 381.1</u>	<u>SERVICE BOX ADJUSTED</u>	<u>EACH</u>

**DESCRIPTION:**

Work under this Item shall conform to the relevant provisions of Section 301 of the Standard Specifications, and the following:

This work will consist of adjusting gate boxes and curb stops, regardless of size to conform to the proposed line and grade, Boxes and stops located in driveways or in street pavement shall have collars. Gates and stops in sidewalk areas are not required to have collars.

Gate boxes or curb stops damaged by the Contractor's operations will be replaced by the Contractor at their own expense.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Payment shall be at the Contract Unit Bid price per Each, which price shall be full compensation for all labor, equipment, materials to adjust boxes and stops to finish grade, the removal and disposal of old boxes or stops not fit for reuse, and all incidentals necessary to complete the work to the satisfaction of the Engineer.

**END OF SECTION**

<u>ITEM 402.1</u>	<u>DENSE GRADED CRUSHED STONE</u>	<u>TON</u>
<u>ITEM 403</u>	<u>RECLAIMED PAVEMENT FOR BASE COURSE AND/OR SUBBASE</u>	<u>SQUARE YARD</u>

**DESCRIPTION:**

The work shall consist of producing a stabilized base course and/or sub-base through the recycling of the existing pavement structure and a specified depth of acceptable sub-base material. This combination of pavement and sub-base material is to be uniformly crushed, pulverized and blended, then spread, graded, and compacted to the lines and grades shown on the plans or established by the Engineer.

**REFERENCES:**

Materials and construction methods shall conform, insofar as applicable, to the requirements of the Massachusetts Standard Specifications for Highways and Bridges, dated 1988, together with all errata addenda, additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Massachusetts Standard Specifications.

**MATERIALS:**

All reclaimed material shall conform to the requirements of M1.09.0: Reclaimed Pavement Borrow Material.

Aggregate for Crushed Stone for Blending, used to correct gradation deficiencies, shall conform to the requirements of M2.01.0: Crushed Stone to M2.01.6.

Aggregate for Dense Graded Crushed Stone for Sub-Base shall conform to the requirements of M2.01.7: Dense Graded Crushed Stone for Sub-base.

**SAMPLING & PRETESTING:**

The Town will take and analyze test pits to the depth to be recycled and provide the following information in the bid proposal for each:

1. The location of the test pit.
2. The depth of existing asphalt pavement material to be recycled.
3. The aggregate gradation of the underlying material to be recycled.

The information supplied is intended to be an indication of the existing conditions and in no way releases the Contractor from the responsibility of fulfilling the requirements of this specification. Any gradation deficiencies in the existing materials, as indicated by the test pits, shall be corrected by blending the appropriate aggregate size(s) into the mixture.

**CONSTRUCTIONS METHODS:**

Reclaiming operations shall not be permitted when the existing pavement or sub-base contains frost, when the sub-base is excessively wet as determined by the Engineer, nor when the air or surface temperature is below 40°F.

Reclaiming operations shall not commence before April 15 and shall terminate on or before October 15.

Prior to the start of reclaiming operations, the Contractor shall locate and protect existing drainage and utility structures and underground pipes, culverts, conduits and other appurtenances. The limit of each sequence of the reclamation process shall be 1-mile full width or as directed by the Engineer in order that the placing of pavement structure, up to the binder course, will be completed before beginning the next sequence of roadway reclamation work.

**EQUIPMENT:**

The recycling equipment shall have a positive depth control to ensure a uniform depth of processing. This equipment shall have the ability to process the complete design depth specified into a homogeneous mass. It shall also be capable of crushing all oversize material encountered except ledge, or boulders larger than 8 in. in diameter.

A minimum of 14 calendar days prior to the proposed start of work, the Contractor shall submit in writing to the Engineer for approval, a description of the specific equipment and construction methods to be used in performing the work. The Contractor will be required to demonstrate to the Engineer the ability of the work crew and equipment to produce reclaimed material conforming to specifications at a rate of production consistent with the time allowed under the Contract. A test section shall be constructed approximately 500 ft long and one lane wide and be located within the project limits at a location determined by the Engineer. The forward speed and processing direction (e.g. up cutting vs. down cutting) of the recycling equipment shall be recorded during construction of the test section. Representative samples of the reclaimed material shall be taken from this test section for analysis by the Engineer. Full scale production will not be allowed to commence until the Engineer has reviewed the test results and gives written approval of the equipment and construction methods used in the construction of the test strip.

Failure to meet gradation requirements or an insufficient production rate may be considered cause for rejection of the equipment, the construction methods, or both. The Contractor must then submit, in writing, the proposed changes in equipment and/or construction methods and either construct another test section or reconstruct the original section, as determined by the Engineer. This procedure may be repeated until acceptable results are obtained, at no additional compensation.

Failure to meet gradation requirements due to improper equipment or construction methods, shall not constitute a reason for any additional compensation for the import and blending of any aggregate to meet the deficiencies.

Approval of equipment includes the speed and processing direction it was operated at during construction of the test section. Therefore, the same operating speed and processing direction must be maintained during normal production. Changes in the equipment's operating speed and/or processing direction may only be made with the Engineer's written approval.

At least one vibratory roller shall be used on each reclaimed surface, and shall have a compacting width of not less than 5 ft. Each roller shall have a gross weight of not less than 15 tons. Approved equipment shall be maintained in satisfactory working condition at all times.

#### **STRUCTURE LOWERING AND RAISING:**

All work shall be done in accordance with the applicable provisions of Subsection 220: Adjustment, Rebuilding and Remodeling of Drainage Structures.

All drainage, utility, and municipality structures are to be referenced and lowered to a minimum depth 6 in. below the bottom of the proposed reclaimed base course. Lowered structures shall be covered with steel plates conforming to the requirements specified in Subsection 7.09: Public Safety and Convenience. The voids remaining after the structures have been lowered are to be filled with a suitable material as determined by the Engineer. The Contractor will be responsible for the coordination with the respective utility companies for the lowering and raising of privately-owned structures and gate boxes. The reclaiming operation shall not begin until all structures and boxes are lowered.

It shall be the Contractor's responsibility to maintain drainage functioning properly in the areas under construction up to the time when the final system is put into use. All structures lowered will be raised to the binder grade elevation upon placement of the binder course material for that section. Adjustment of the castings to final grade will not be allowed until the Engineer approves the placement of hot mix asphalt top course material throughout the project.

Any drainage structure found to be deteriorated below the plated depth shall be rebuilt from the bottom of the deterioration to the plated depth.

#### **RECLAIMING OPERATIONS:**

The quantity of pavement milling to be paid for under these items shall be equal to the actual area c Prior to the start of reclamation, the existing pavement shall be swept with a power sweeper to remove all trash, sand, dirt, organic matter, and other undesirable material, to the satisfaction of the Engineer.

Also, the existing pavement shall be sawcut full depth within the areas where the adjacent surface is to be protected (curb, side streets, etc.) as shown on the plans and/or as directed by the Engineer.

The Contractor shall reclaim only that area of pavement that can be processed and compacted by the end of the same working day, at which time it must be opened to traffic, with the Engineer's approval. In any section, reclamation work shall be done on one-half the road width at a time. One way traffic will be allowed only during working hours with traffic police present. Two-way traffic shall be maintained at all other times. Suitable ramping shall be in place at the beginning and end of each work zone to allow for smooth and safe travel. This shall be considered incidental to the work for this item. The required density shall be maintained until the hot mix asphalt pavement has been placed. Any imperfections discovered prior to the placement of hot mix asphalt shall be repaired, as directed by the Engineer, at no additional compensation.

The total thickness of the pavement structure and uppermost portion of the sub-base layer shall be recycled to the design depth specified on the typical sections. The Engineer shall perform a sieve analysis of the reclaimed material for every 5,000 yd<sup>2</sup> of material processed or as often as conditions may require as determined by the Engineer. Test results shall be made available to the Contractor. If conditions warrant, the Engineer may stop work until the required test results become available. If the Engineer directs, due to grading deficiencies in the existing materials as indicated by the test pits, the appropriate crushed stone aggregate sizes shall be blended with the recycled material to produce a uniform mixture meeting the gradation requirements. Additionally, if the Engineer directs, dense graded crushed stone shall be added for volume purposes.

Any required modifications to the remaining sub-base such as, but not limited to, cuts, fills, and grade realignment shall be made. Existing unsuitable material shall be removed to the lines and grades established by the Engineer and replaced with a suitable material, as determined by the Engineer. Existing surplus reclaimed material shall be used, when available, at no additional compensation.

All unsuitable material and/or excess reclaimed material shall become the property of the Contractor to be properly disposed of outside the project limits.

#### **COMPACTION AND DUST CONTROL:**

The reclaimed material shall be rolled, compacted and fine graded to the specified cross section(s) and/or grades as shown or as established by the Engineer.

The reclaimed base course shall be tested for compaction and smoothness and accuracy of grade in accordance with the applicable provisions of 401.60: Gravel Sub-base. The required density shall be measured by a Nuclear Density Gauge supplied by the Department. If any portions are found to be unacceptable by the Engineer, such portions shall be reprocessed, regraded, and recompacted until the required smoothness and accuracy are obtained.

At the end of each day's progress, the Contractor shall apply Calcium Chloride in accordance with the applicable provisions of Subsection 440: Roadway Dust Control. Water for roadway dust control shall be applied as directed.

A grader, roller, and water wagon shall be maintained on the project site during the reclamation process. The Contractor shall submit to the Engineer, in writing, a 24-hour availability telephone number for any emergency maintenance dictated by the weather conditions or as determined by the Engineer, for repair, compaction, and dust control by the square yard, complete as indicated on the Drawings or as otherwise directed by the Engineer.

#### **METHOD OF MEASUREMENT:**

Reclaimed Base Course shall be measured in place, to the limits specified on the plans or as directed by the Engineer. No deductions will be made for surface structures. The lowering and the plating of gates and structures will be considered incidental to this Item and no additional compensation will be allowed.

Structures raised from the plated depth to an intermediate depth of approximately 8 in. below finished grade, as determined by the Engineer, shall be plated and shall be measured by the unit each as a Drainage Structure Remodeled.

Structures adjusted from the intermediate depth to finished grade shall be measured by the unit each as a Drainage Structure Adjusted.

Structures rebuilt shall be measured by the average height in feet and tenths of feet from the bottom of the deterioration to the plated depth. Structures damaged below the plated depth, due to the Contractor's negligence, shall be measured and deducted from the depth measurement. Raising the structure from the plated depth will be measured as stated above for a remodeled unit.

#### **BASIS OF PAYMENT:**

The accepted quantity of reclamation as measured above shall be paid for at the contract unit price bid per square yard. This unit price shall include all compensation for crushing, pulverizing, blending, spreading, grading, sawcutting the existing asphalt pavement at the direction of the Engineer, compacting, test section construction, blending with aggregate, moving the processed material to allow for modifications to the remaining sub-base and/or subgrade, moving reclaimed material from one location to another within the project and any incurred costs resulting from the Contractor's decision to process off site.

The unit price bid shall also include compensation for all costs associated with the removal of the castings and the referencing, lowering, and plating of the structures. It shall also include full compensation for all labor, tools, equipment, materials, and all incidental work necessary to complete the work as specified.

Removal and disposal of unsuitable material, surplus reclaimed material, or any sub-base/subgrade material necessary for grade changes shall be paid for at the contract unit price per cubic yard for Item 120.1, Unclassified Excavation.

Special borrow required to be placed under the reclaimed material shall be paid for at the contract unit price per cubic yard for Item 150.1, Special Borrow.

Grading and compacting the sub-base and/or subgrade resulting from the removal of unsuitable material shall be paid for at the contract unit price per square yard for Item 170., Fine Grading and Compacting.

Adjustment of drainage structures shall be paid for at the contract unit price each for Item 220., Drainage Structure Adjusted.

Rebuilding of drainage structures shall be paid for vertically at the contract unit price per foot for Item 220.2, Drainage Structure Rebuilt.

Raising of lowered structures shall be paid for at the contract unit price each for Item 220.5 Drainage Structure Remodeled.

Aggregate for providing added volume shall be paid for at the contract unit price per ton or Item 402.1, Dense Graded Crushed Stone for Sub-base

Aggregate to correct gradation deficiencies shall be paid for at the contract unit price per ton for Item 403.1, Crushed Stone for Blending.

Calcium Chloride for dust control shall be paid for at the contract unit price per pound for Item 440., Calcium Chloride for Roadway Dust Control.

Water for dust control shall be paid for at the contract unit price per gallon for Item 443., Water for Roadway Dust Control.

## END OF SECTION



**ITEM 415****PAVEMENT MILLING****SQUARE YARD****DESCRIPTION:**

The scope of work is to prepare the surface by way of cold planing. The surface will be ready to accept a new wearing course of asphalt pavement materials. The foundation surface shall be cold planed to the proper grade as directed by the Engineer. The planed surface shall provide a smooth riding surface free from gouges, continuous grooves, ridges, oil film, and other imperfections of workmanship and shall have a uniform surface appearance.

**REFERENCES:**

Materials and construction methods shall conform, insofar as applicable, to the requirements of the Massachusetts Standard Specifications for Highways and Bridges, dated 1988, together with all errata addenda, additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Massachusetts Standard Specifications.

**MATERIALS:**

Materials for this work shall conform to the requirements of Section 120 of the Massachusetts Standard Specifications.

**CONSTRUCTIONS METHODS:**

The asphalt surface being planed and profiled shall be removed to a depth, width, grade, and cross-section as directed by the Engineer.

The loose material resulting from the operation shall become the property of the Contractor and disposed of at a Contractor-furnished disposal site.

The equipment for planing and profiling of pavement surface shall be a power-operated, track-propelled placing machine or a grinder capable of removing, in one pass, a layer of asphalt material 9 feet in width, with a minimum depth of cut equal to 2 inches or a thickness of asphalt concrete necessary to provide profile, cross slope, and desired surface uniformly across the entire pavement surface.

The equipment shall be self-propelled with sufficient power, traction and stability to maintain accurate depth of cut and slope. The equipment shall be capable of accurately and automatically establishing profile grades along each edge of the machine (within 1/8-inch more or less) by referencing from the existing pavement by means of a ski or matching shoe controlling cross slope at a given rate.

The machine shall be equipped with an integral loading and reclaiming means to immediately remove material being cut from the surface of the roadway and discharge the cuttings into a truck, all in one

operation. All planing machinery shall be equipped with dust control devices to prevent any dust produced in the cutting operation from escaping into the air. This machine shall be equipped with a floating moldboard cutting device which is behind the mandrel and such moldboard must have an infinitely variable pressure from 0-300 P.S.I.

The contractor shall also have the necessary auxiliary grinding or milling machinery to perform the required curb cutting and trim cutting to reduce the amount of hand labor necessary to prepare the roadway foundation.

#### **METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

The quantity of pavement milling to be paid for under these items shall be equal to the actual area cold planed, measured by the square yard, complete as indicated on the Drawings or as otherwise directed by the Engineer.

Payment for this work shall be completed at the contract unit price bid per square yard and shall include full compensation for all tools, machines, and labor necessary for cold planing to the required depth from the curb line to curb line. And removal of asphalt cutting, cutting all edges at limit of work and in front of curbs, berms, and at gutter lines; excavating around all utility castings in the roadway, mechanical sweeping of the entire road area to remove all remaining asphalt cuttings and debris, and all other work necessary to complete the work in a satisfactory manner.

#### **END OF SECTION**

**ITEM 431**

**HIGH EARLY STRENGTH CONCRETE (FOR BASE COURSE)**

**CUBIC YARD**

**DESCRIPTION:**

Work under this item shall conform to the relevant provisions of Sections 430 “Cement Concrete Base Course” and the following:

The Contractor shall use High-Early-Strength Cement Concrete Base course for roadway box widening as shown on the plans and directed by the Owner. The depth of High Early Strength Cement Concrete Base Course shall be 6 inches.

High early strength concrete shall conform to Subsection M4.02.00 of Division III, Materials of the Standard Specifications.

Preparation and placement of High early strength concrete shall be in accordance with the appropriate Subsection of Section 430.6 of the Standard Specifications.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

High Early Strength Concrete for Base Course shall be paid for at the unit bid price per cubic yard in place complete. No additional compensation shall be made for the provision and placement of high early strength concrete in small and isolated quantities.

**END OF SECTION**

**ITEM 443****DUST CONTROL****GALLONS****DESCRIPTION**

Work Included: Sweeping roads, sidewalks, and driveways on a daily basis. Furnish and apply water and/or calcium chloride on stock piles or the road surfaces within the construction site, when needed to control dust.

**MATERIALS:**

- A. Water for Sprinkling: Clean, free of salt, oil, and other injurious matter.
- B. Calcium Chloride: Meet the requirements of AASHTO M144.

**CONSTRUCTION METHODS:****GENERAL**

- A. Perform all Dust Control Work in a manner that will prevent damage to public and private property from dust and the materials used.
- B. The Contractor shall perform this work to prevent dust from becoming airborne.
- C. The Contractor shall submit a Dust Control Plan for review and approval. The plan shall be modified until it is acceptable to the Owner, Municipality, DOT, and Engineer as appropriate.
- D. Modifications to the Contractor's dust control plan shall be made as work progresses to ensure that dust does not become an issue.

**SWEEPING**

- A. Sweeping of roads, sidewalks, driveways, and any other hard surface shall be completed on a daily basis.
- B. If the material that is on the above-noted surfaces is dry, water shall be sprinkled over them prior to sweeping in an effort to keep the dust from spreading. Under no circumstances shall the sweeping process result in additional dust being dispersed into the air.
- C. The material collected during the sweeping process shall not be mixed with the road base material that is in the trenches.

**APPLICATION**

- A. Water: Use suitable equipment including a tank with gauge equipped pump or spray bar.
- B. Calcium Chloride: Apply at a rate sufficient to maintain a damp surface but low enough to assure non-contamination of water courses.
- C. The above items can be used in an effort to keep the material in the trench from becoming airborne.

**PROTECTION**

- A. Perform all Dust Control Work in a manner that will prevent damage to public and private property from dust and the materials used.

- B. Repair, replace or make payment for all damage caused by Dust Control Work at no additional cost to the Owner.
- C. Perform all Dust Control in a manner that do not generate runoff or sediment transport.

**END OF SECTION**

ITEM 450.22     HOT MIX ASPHALT PAVEMENT – SUPERPAVE SURFACE COURSE – 9.5     TON

ITEM 450.41     HOT MIX ASPHALT PAVEMENT – SUPERPAVE BASE COURSE – 25.5     TON

ITEM 472                     HOT MIX ASPHALT PATCHING                     TON

**DESCRIPTION:**

The item of work shall consist of furnishing and placing hot mix asphalt pavement.

**REFERENCES:**

Materials and construction methods shall conform, insofar as applicable, to the requirements of the Massachusetts Standard Specifications for Highways and Bridges, dated 1988, together with all errata addenda additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Massachusetts Standard Specifications.

**MATERIAL:**

Materials and methods of placing hot mix asphalt pavement shall conform to the requirements of Section 450 of the Massachusetts Standard Specifications.

**CONSTRUCTION METHODS**

Materials and methods of placing hot mix asphalt pavement shall conform to the requirements of Section 460 of the Massachusetts Standard Specifications.

- A. The paving plant used by the contractor for preparation of hot mix asphalt paving materials shall be acceptable to the Owner/Engineer who shall have the right to inspect the plant and the making of the material.
- B. All construction methods and materials shall be satisfactory to the Owner/Engineer.
- C. The contractor shall remove and acceptably dispose of all surplus and unsuitable material.
- D. When installing permanent paving on a hot mix asphalt roadway the edges of the existing pavement shall be cut back 12 inches, or more as required, beyond the trench excavation wall or damaged area to sound undamaged material. The edges shall then be straightened, cleaned, and painted with an accepted cutback asphalt to ensure a

- satisfactory bond between it and the newly placed surface courses. The existing surface course shall be shipped from the bituminous concrete base course for at least a 6—inch width and trimmed square and straight so that new permanent surfacing shall be placed on undisturbed hot mix asphalt base course. Existing pavement that will be under new pavement shall be painted with cutback asphalt to ensure a course and, when the laying of the course is resumed, the exposed edge of the joint shall be treated as above.
- E. In making joints along any adjoining edge such as curb, gutter or an adjoining pavement, and after the mixture is placed by the mechanical spreader, just enough of the hot material shall be placed by hand method to fill any space left open. These joints shall be properly “set-up” with the back of a rake at the proper height and level to receive the maximum compaction. The work of “setting-up” these joints shall be performed only by competent workmen.
  - F. Where and as directed, the first width of any course shall be placed not less than one foot wider than the first width of top course, and successive widths of top and as any other courses shall be so placed that there will be at least a one foot overlap between the joints in the top course and the other course.
  - G. The rolling of the successive widths of courses shall overlap and shall be performed so as to leave smooth, uniform joints and cross sections.
  - H. Hot mix asphalt for miscellaneous work shall be used at locations as directed by the Engineer, and as shown on the plans including temporary access to driveways, temporary trench patching, and patching of driveways and berms where required.
  - I. During the guarantee period, the contractor shall maintain the hot mix asphalt surface and shall promptly make good all defects such as cracks, depressions, and holes that may occur. At all times, the surfacing shall be kept in a safe and satisfactory condition for traffic. If defects occur in surfacing constructed by the contractor, the contractor shall remove all hot mix asphalt and base course affected and shall remove adjacent hot mix asphalt and base course as is necessary to properly correct the defect. After removing hot mix asphalt surface course, the contractor shall correct the cause of the defect and replace the base course and hot mix asphalt in accordance with these specifications.

J.

#### **METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Hot Mix Asphalt pavement will be measured by the actual number of tons placed. Payment for work completed shall be at the contract unit price bid per tons within the limits of work. Payment shall also include full compensation for all tools, machines and labor and all other work necessary to complete the work in a satisfactory manner. Payment for the adjustments (as required) of

drainage and/or sanitary structures, water and/or gas gates shall be included for payment under this item and no separate payment shall be made.

**END OF SECTION**



**ITEM 464.5****HOT POURED RUBBERIZED ASPHALT SEALER****LINEAR FOOT****DESCRIPTION:**

Work under this Item shall conform to the relevant provisions of Section 460 of the Standard Specifications and the following:

**REFERENCES:**

Materials and construction methods shall conform, insofar as applicable, to the requirements of the Massachusetts Standard Specifications for Highways and Bridges, dated 1988, together with all errata addenda additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Massachusetts Standard Specifications.

**MATERIAL:**

Material for this work shall conform to the requirements of the relevant sections of the Massachusetts Standard Specifications, specifically M3.05.0

**CONSTRUCTION METHODS:**

All transverse joints and all longitudinal joints of the surface course shall be treated prior to the laying the next lane of hot mix asphalt as follows:

The joint shall be coated with a hot poured rubberized asphalt sealant meeting the requirements of M3.05.0. When using pavers in tandem, the use of the hot poured rubberized asphalt sealer may be omitted at the discretion of the Engineer, if the temperature of the mixture at the longitudinal joint does not fall below 200°F (95°C) prior to the placement of the adjacent mat. No re-heating of the joint shall be permitted.

The hot poured rubberized asphalt shall be made in a careful manner, well bonded and sealed, and true to the line and grade. Where and as directed, the transverse joints for all courses and longitudinal joints for the top course placed under this or previous contracts shall be cuts back to expose the full depth of the course and, when the laying of the course is resumed, the exposed edge of the joint shall be treated as above.

In making joints along any adjoining edge such as curb, gutter, or an adjoining pavement, and after the mixture is placed by the mechanical spreader, just enough of the hot material shall be placed by hand method to fill any space left open. These joints shall be properly “set-up” with the back of the rake at the proper height and level to receive the maximum compaction. The work of “setting-up” these joints shall be performed only by competent workmen. Where and as directed, the first width of any course shall be placed not less than one foot wider than the first width of top course, and successive widths of top and as any other courses shall be so placed that there will be at least a one-foot overlap between the joints in the top course and the other course.

The rolling of the successive widths of courses shall overlap and shall be performed so as to leave smooth, uniform joints and cross sections

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Hot poured rubberized asphalt sealer will be measured for payment by the foot, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

**END OF SECTION**

**ITEM 466**

**BITUMEN FOR TACK COAT**

**GALLON**

**DESCRIPTION:**

Work under this Item shall conform to the relevant provisions of Section 460 of the Standard Specifications and the following:

**REFERENCES:**

Materials and construction methods shall conform, insofar as applicable, to the requirements of the Massachusetts Standard Specifications for Highways and Bridges, dated 1988, together with all errata addenda additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Massachusetts Standard Specifications.

**MATERIAL:**

Tack coat shall meet the requirements of M3.11.06.

**CONSTRUCTION METHODS:**

All pavement surfaces shall be tack coated immediately prior to placing each HMA lift. HMA placed over milled surfaces shall be tack coated at an application rate of 0.07 gallon per square yard.

The existing surface shall be cleaned of all foreign matter and loose material and shall be dry before the tack coat is placed.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Bitumen for Tack Coat will be measured for payment by the gallon, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

**END OF SECTION**

**ITEM 482.15****ASPHALT CRACK SEALING****GALLON****DESCRIPTION:**

The work to be done under this item shall consist of performing all operations and furnishing all materials, labor, and equipment necessary for cleaning and sealing cracks in the existing pavement, as shown on the plans or as directed by the Engineer.

**REFERENCES:**

Materials and construction methods shall conform, insofar as applicable, to the requirements of the Massachusetts Standard Specifications for Highways and Bridges, dated 1988, together with all errata addenda, additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Massachusetts Standard Specifications.

**MATERIALS:**

Components: The sealing compound shall be a liquid bituminous materials which is reinforced with a polyester fiber conforming to to the following properties:

Asphalt – Paving grade specification asphalt cement AC-0, ASTM D338, Table 2.

Fibers – To meet the requirements below:

Length	¼ inch cut polyester
Diameter	0.0008 inch plus or minus 0.0001 inch
Specific Gravity	1.32 to 1.40
Melt Temperature	480 degrees F. Minimum
Ignition Temperature	1000 degrees F. minimum
Tensile Strength	75,000 PSI plus or minus 5,000 PSI
Break Elongation	33% plus or minus 9%--They are fully drawn

The fiber is a polyester which is polymerized product of crude oil components. These fibers will not shrink, distort, or lose their strength at the temperatures below 480 degrees F. The fibers are produced by continuous melt-spinning

Composition – The fibers shall be minimum of 5% by weight of the sealant. The sealant shall be composed of a mixture of materials that will form a resilient and adhesive compound capable of effectively sealing cracks in pavements against the infiltration of moisture and foreign material throughout repeated cycles of expansion and contraction with temperature changes, and that will not, at ambient temperatures, flow from the crack or be picked up by vehicle tires. The material shall be capable of being brought to a uniform pouring consistency suitable for completely filling the cracks without inclusion of larger air holes or discontinuance's and without damage to the material. It shall remain relatively unchanged in application characteristics for at least 6 hours at the recommended pouring temperature in the field.

**EQUIPMENT:**

Requirements – Equipment used in the performance of the work required by this section of the specification shall be subject to the approval of the City.

**Air Compressor:** Air compressors shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 lbs. per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.

**Self-Propelled Vacuum Sweeper:** A small self-propelled vacuum sweeper designed specifically for use in cleaning highway and airfield pavements shall be used to remove debris, dirt, and dust from cracks.

**Hand Tools:** Hand tools shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish this work.

**Melting Kettle:** The unit used to melt the joint sealing compound shall be a double boiler indirect fired type. The space between the inner and outer shells shall be filled with a suitable heat transfer oil or substituted having a flash point not less than 530 degrees F. The kettle shall be equipped with a satisfactory means of agitating the crack sealer at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 200 and 550 degrees F.

**Applicator:** The in-place hot extrusion shall be performed using a wand with a minimum 5-inch dish applicator suitable for use with fiber reinforced asphaltic compounds.

**CONSTRUCTIONS METHODS:**

**Forming Cracks:** Prior to applying the fiber reinforced membrane, all cracks 1/2-inch and wider shall be thoroughly cleaned of all unsuitable material using compressed air, as directed by the Engineer.

**Limitations:** In areas where hot poured rubberized joint material was previously used, this materials shall be removed prior to cleaning. After the cleaning of the cracks, all material removed from the cracks shall be removed from the pavement surface by means of power sweepers, and hand brooms, to the satisfaction of the Engineer. No crack sealing material shall be applied in wet cracks or where frost, snow, or ice is present nor when the ambient temperature is below 40 degrees F.

**Sealing Compound:** The pre-packaged fibers shall be supplied in polyethylene bags which will dissolve when introduced into the hot (above 275 degrees F) asphalt cement. The melting kettle shall mix and agitate the compounds until a homogenous mixture is achieved. When the mixture has attained an application temperature between 310 and 360 degrees F, the cracks shall be filled flush with the pavement surface such that the membrane is well bonded to the pavement.

Any sealant which is greater than 3/16-inch below the pavement surface when cooled, shall be resealed to the satisfaction of the Engineer.  
compensation.

**METHOD OF MEASUREMENT:**

Fiber Crack Sealing will be measured per gallon, complete in place.

**BASIS OF PAYMENT:**

Fiber Crack Sealing will be paid for at the contract unit price per gallon which price shall constitute all labor, tools, equipment, materials, and all incidentals necessary to complete the work, such as asphalt cement, polyester fibers, cleaning and removal of existing joint material as required.

**END OF SECTION**

<u>ITEM 504</u>	<u>GRANITE CURB TYPE VA4 - STRAIGHT</u>	<u>LINEAR FOOT</u>
<u>ITEM 504.1</u>	<u>GRANITE CURB TYPE VA4 - STRAIGHT</u>	<u>LINEAR FOOT</u>
<u>ITEM 509</u>	<u>GRANITE TRANSITION CURB FOR WCR - STRAIGHT</u>	<u>LINEAR FOOT</u>
<u>ITEM 509.1</u>	<u>GRANITE TRANSITION CURB FOR WCR - CURVED</u>	<u>LINEAR FOOT</u>
<u>ITEM 516</u>	<u>GRANITE CURB CORNER</u>	<u>EACH</u>

**DESCRIPTION:**

Work under this Item shall conform to the relevant provisions of Section 501 of the Standard Specifications and the following:

This item shall consist of furnishing and setting granite curb on a high early strength cement concrete base course foundation.

**REFERENCES:**

Materials and construction methods shall conform, insofar as applicable, to the requirements of the Massachusetts Standard Specifications for Highways and Bridges, dated 1988, together with all errata addenda additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Massachusetts Standard Specifications.

**CONSTRUCTION METHODS:**

- A. The contractor shall cut a neat line 12 inches from the curb line and remove the asphalt. The contractor shall excavate a trench to a width of 18 inches. The subgrade of the trench shall be a depth below the proposed finish grade of the curb equal to 6 inches plus the depth of the curbstone.
- B. The foundation of the curb shall consist of high early strength cement concrete base course.
- C. Curbs shall be fitted together as closely as possible
- D. The joints between curbstones (both front and back) shall be carefully filled with cement mortar and neatly pointed on the top and front exposed portions. After points, the curbstones shall be satisfactorily cleaned of all excess mortar.

Curbing transitions shall be used to make the transition from normal curb setting for wheelchair ramps and driveway curb cuts as show on the MassDOT Construction Standard and as detailed on the plans. Curb transitions shall be of the same type and similarity as the abutting curb.

The ends of the transition curb shall be cut so that a flush joint is formed where the transition curb meets the existing or proposed curbing. Transition curb shall be a minimum length of 6.5 feet and a maximum length of 15 feet.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Granite curb shall be paid for at the contract unit price per foot; curb corners will be paid for at the contract unit price per each, which price shall include excavation, sawcutting for installation of the curb, hot mix asphalt for patching after the curb installation is complete, any cutting of the curb, backfill, labor, materials (including high early strength concrete), equipment and incidental costs required to complete the work.

**END OF SECTION**



**ITEM 570**

**HOT MIX ASPHALT CURB**

**LINEAR FOOT**

**DESCRIPTION:**

Work under this Item shall conform to the relevant provisions of Section 500 of the Standard Specifications and the following:

**REFERENCES:**

Materials and construction methods shall conform, insofar as applicable, to the requirements of the Massachusetts Standard Specifications for Highways and Bridges, dated 1988, together with all errata addenda additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Massachusetts Standard Specifications.

**MATERIALS:**

The work shall consist of furnishing and installing hot mix asphalt curb where existing hot mix asphalt curb is damaged due to construction or needs replacement or as directed by the Engineer.

Hot Mix Asphalt Curb, shall be constructed by means of an approved extrusion machine. Size and type of Hot Mix Asphalt Curb shall be constructed, in conformance, per the direction of the OWNER/ENGINEER.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Hot Mix Asphalt Curb will be measured for payment by the foot, complete in place.

Hot Mix Asphalt Curb shall be paid for at the contract unit price per foot, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

**END OF SECTION**

**ITEM 580****CURB REMOVED AND RESET****LINEAR FOOT****DESCRIPTION:**

This item of work shall consist of removing and resetting existing curb as needed, where damaged, or directed by the Engineer.

**REFERENCES:**

Materials and construction methods shall conform, insofar as applicable, to the requirements of the Massachusetts Standard Specifications for Highways and Bridges, dated 1988, together with all errata addenda additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Massachusetts Standard Specifications.

**MATERIALS:**

Material and methods of curb removed and reset shall conform to the relevant provisions of Section 580 of the Standard Specifications.

**CONSTRUCTION METHODS:**

Where wheelchair ramps and driveways are located, the existing curb shall be used for the transition curb to the maximum extent possible. Therefore the work shall require the removal of sufficient length of the existing curb to provide adequate transition, an cutting of the curb either in-place or after removal, and resetting the curb. The contractor shall be responsible for determining the exact lengths of curb based on field conditions and the current MassDOT standard construction details.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Curb removed and reset shall be measured of the actual number of feet of existing curb removed and reset. Payment for this item will be at the contract unit price bid per foot and shall constitute full compensation and payment for all labor, equipment and materials including excavation and backfill, hot mix asphalt for patching after the curb installation is complete, any saw-cutting for removal of the curb, any cutting of the curb, and or all incidentals required to finish the work, complete, and acceptable by the Engineer.

**END OF SECTION**

**ITEM 590****CURB REMOVED AND STACKED****LINEAR FOOT****DESCRIPTION:**

Work under these items shall conform to the requirements of Section 580 of the Standard Specifications and the following:

The work shall consist of removing existing curb and edging and stacking them in accordance with these specifications and in close conformity with the lines and grades shown on the plans or established by the Engineer.

**CONSTRUCTION METHODS**

A trench of sufficient width and depth shall be excavated so that the present curb and edging can be removed without damage.

Removed curb in satisfactory condition will be reused within the project site.

Any remaining curb to be removed as directed by the Engineer, shall be removed and stacked at a City-owned facility designated by the Engineer. Only clean and unbroken sections of curb will be accepted.

**METHOD OF MEASUREMENT:**

The quantity of curb removed and stacked to be paid for will be the length of actually removed and stacked as measured along the face of the curb.

Any curb unsuitable for resetting or stacking shall be discarded and classified as unclassified excavation.

Excessively chipped or broken curbs will not be reused. The Engineer will determine which curbs shall be reused.

**BASIS OF PAYMENT:**

Curb removed and stacked will be paid for at the Contract unit price bid per linear foot, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

**END OF SECTION**

**ITEM 701.1**  
**ITEM 701.2****CEMENT CONCRETE SIDEWALK**  
**CEMENT CONCRETE SIDEWALK AT DRIVEWAYS****SQUARE YARD**  
**SQUARE YARD****DESCRIPTION:**

The work under these Items shall conform to the relevant provisions of Section 700 and include the installation of cement concrete sidewalks, cement concrete sidewalk panels for support of brick bands and brick sidewalk areas, and driveway aprons.

**REFERENCES:**

Materials and construction methods shall conform, insofar as applicable, to the requirements of the Massachusetts Standard Specifications for Highways and Bridges, dated 1988, together with all errata addenda additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Massachusetts Standard Specifications.

**CONSTRUCTION METHODS:**

All work shall conform to the latest edition of the MassDOT and ADA Standards.

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

The AAB Rules and Regulates specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope nor for dimensions less than the minimum dimensions.

Sidewalks shall be constructed in accordance with requirements of the Standard Specifications, including placement, of alternating sections, 30 feet in length and provided with expansion joints. Expansion filler shall also be used at pours against buildings, walls, or other hard objects.

Contractor is responsible for securing areas with curing concrete, and shall supply barricades or watchmen as necessary to prevent defacement of concrete surfaces.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

The work of these Items shall be measured and paid for at the Contract Unit Bid Price per square yard which shall constitute full compensation for furnishing and installing sidewalks and driveways including new concrete, any saw-cutting, formwork, fine grading and compaction, and all materials, labor, equipment, tools, appurtenances, detectable warning panels and incidentals necessary to satisfactorily complete this item of work, complete in place.

**END OF SECTION**

**ITEM 701.3****CEMENT CONCRETE ADA RAMP****SQUARE YARD****DESCRIPTION:**

The work under these Items shall conform to the relevant provisions of Section 700 and include the installation of cement concrete sidewalks, cement concrete sidewalk panels for support of brick bands and brick sidewalk areas, and driveway aprons.

**REFERENCES:**

Materials and construction methods shall conform, insofar as applicable, to the requirements of the Massachusetts Standard Specifications for Highways and Bridges, dated 1988, together with all errata addenda additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Massachusetts Standard Specifications.

**CONSTRUCTION METHODS:**

All work shall conform to the latest edition of the MassDOT and ADA Standards.

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

The AAB Rules and Regulates specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope nor for dimensions less than the minimum dimensions.

All wheelchair ramp joints and transition sections which define grade changes shall be formed, stacked, and checked prior to placing cement concrete. All grade changes are to be made at joints.

Detectable warning panels shall be **CAST IRON** and be installed as detailed in MassDOT Construction Standards detail E 107.6.5. The panel shall conform to Americans with Disabilities Act (ADA) requirements and color shall match to City standard.

Contractor is responsible for securing areas with curing concrete, and shall supply barricades or watchmen as necessary to prevent defacement of concrete surfaces.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

The work of these Items shall be measured and paid for at the Contract Unit Bid Price per square yard which shall constitute full compensation for furnishing and installing wheelchair ramps including new concrete, **CAST IRON** detectable warning panels, any sawcutting, formwork, fine grading and compaction, and all materials, labor, equipment, tools, appurtenances, detectable warning panels and incidentals necessary to satisfactorily complete this item of work, complete in place.

**END OF SECTION**

ITEM 702  
ITEM 703

HOT MIX ASPHALT SIDEWALK  
HOT MIX ASPHALT DRIVEWAY

TON  
TON

**DESCRIPTION:**

The work under these Items shall conform to the relevant provisions of Section 701 and include hot mix asphalt driveways and sidewalks, especially areas where newly constructed cement concrete sidewalks and driveways meeting existing asphalt sidewalks and driveways.

**REFERENCES:**

Materials and construction methods shall conform, insofar as applicable, to the requirements of the Massachusetts Standard Specifications for Highways and Bridges, dated 1988, together with all errata addenda additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Massachusetts Standard Specifications.

**CONSTRUCTION METHODS:**

All work shall conform to the latest edition of the MassDOT and ADA Standards. The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations, and standards

The AAB Rules and Regulates specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope nor for dimensions less than the minimum dimensions.

Sawcutting of bituminous concrete or providing keyways necessary to provide a stable joint with existing asphalt will be considered incidental to the installation. No additional compensation will be made for sawcutting asphalt or cutting a keyway.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Tonnage shall be determined by weight slips submitted to the Engineer. Where weight slips are unavailable, the inch per square yard method shall determine tonnage (inches of approved thickness, multiplied by square yard unit measurement, multiplied by the volume to weight conversion factor of 0.056 tons/inch/square yard). This calculation will also be used to confirm quantities.

The work of these Items shall be measured and paid for at the Contract Unit Bid Price per tons which shall constitute full compensation for furnishing and installing sidewalks and driveways including fine grading and compaction, and all materials, labor, equipment, tools, appurtenances, and incidentals necessary to satisfactorily complete this item of work, complete in place.

**END OF SECTION**



**ITEM 751****LOAM BORROW****CUBIC YARD****DESCRIPTION:**

The work under this Item shall conform to the relevant provisions of Section 765 of the Standard Specifications and the following:

**REFERENCES:**

Materials and construction methods shall conform, insofar as applicable, to the requirements of the Massachusetts Standard Specifications for Highways and Bridges, dated 1988, together with all errata addenda additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Massachusetts Standard Specifications.

The work under this Item shall consist of furnishing and placing loam borrow on an approved area. The material for this item shall conform to the relevant provisions of Section M1.05.0 of the Standard Specifications.

**CONSTRUCTION METHODS:**

The loam borrow obtained from the stacked piles shall be hauled, deposited, and spread to the directed depth on the areas shown on the plans or designated by the Engineer. All loam is subject to the Engineer's approval. The compaction shall be equivalent to that produced by a hand roller weighing from 75 to 100 pounds per foot of width. The compaction may be obtained by rolling, dragging, or any method that produces satisfactory results. All depressions caused by settlement or rolling shall be filled with additional materials and the surfaces shall be re-graded and rolled until it presents a reasonably smooth and even finish and is up to the required grade.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

The quantity of loam borrow shall be determined by the cubic yard, delivered and place to the depth specified on the plans or as directed, by the Engineer

Loam Borrow will be paid for at the contract unit bid price per cubic yard, complete in place, which price shall include full compensation for all labor, materials, and equipment necessary to complete the work in satisfactory manner.

**END OF SECTION**

ITEM 765SEEDINGSQUARE YARD

The work under this Item shall conform to the relevant provisions of Section 765 of the Standard Specifications and the following:

All work shall be performed by or under the direct supervision of a Massachusetts Licensed Arborist.

Seeding General (Dates Only): Any out of season seeding must be approved by the Engineer.

Spring Seeding: March 15 to May 31

Fall Seeding: August 15 to October 15

Application of Fertilizer: After incorporation of ground limestone into the soil, fertilizer meeting the following requirements will be used:

10% nitrogen, 10% phosphoric acid, 10% potassium

(30% of the nitrogen shall be in a slow releasing form as is found in a certain urea-form products or natural organic forms, or a combination of both)

Care During Construction (For Seeding): All areas and parts of areas which fail to show a uniform stand of grass for any reason whatsoever shall be reseeded, and such areas and parts of areas shall be reseeded repeatedly until all areas are covered with a satisfactory growth of grass.

The seed, fertilizer, etc., used in the reseeding operations shall be in the same combination as those originally specified unless otherwise directed by the Engineer.

Care during construction shall include all regrading, refertilizing, reseeding, remulching, watering, and mowing, to the condition the work for acceptance as determined by the Engineer.

Watering is considered part of care during construction. Water is considered a necessary element for establishment and survival. The Engineer may order any or all newly seeded areas to be watered at any time.

All water used shall be obtained from fresh water sources and shall be free from injurious chemical and other toxic substances harmful to plant life. No water which is brackish will be permitted at any time. The Contractor shall identify to the Engineer all sources of water at least 2 weeks prior to use. The Engineer, as his discretion, may take samples of the waters at the source or from the tank at any time, and have a laboratory test the samples for the chemical and saline content. The Contractor shall not use any water from any source which is disapproved by the Engineer following such tests.

Mowing of established grass is considered part of the care during construction. Mowing shall be required when grass has obtained a height of 6 inches.

Two mowings shall be required on areas flatter than 3:1. Slopes 3:1 or greater in rural areas will not be mowed.

At the completion of a project, a third mowing to all newly seeding areas flatter than 3:1 may be necessary. This third mowing will be at the discretion of the Engineer.

Each cutting shall result in a stand of evenly mowed grass 3 inches tall immediately following the cutting. The Engineer shall direct the time when each cutting is to commence. Neat trimming shall be necessary around all poles, tree, ledges, delineators, curbs, piers, abutments, and other structures falling within the items area; this trimming will be conducted simultaneously with the mowing during each cutting operation. Trimming equipment shall not come in contact with bark, leaves, branches, or any portion of wood plan material. Any material damaged during the mowing or trimming operations shall be the responsibility of the Contractor. Any damaged material will be replaced at the Contractor's expense.

Turf will be accepted when a dense, uniform stand of grass satisfactory to the Engineer has reached an average height of at least 3 inches.

#### **METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

The quantity of seeding shall be the number of square yards based on actual measurements made over the general contour of the areas seeded, complete in place, and accepted.

This item, including all mowing, will be paid for at the contract unit price per square yards under this item for Seeding, complete in place. When a satisfactory stand of grass has not been established at the time of acceptance, no payment for seeding shall be allowed. At the time of the final estimate is to be forwarded to the Contractor the seeded areas will again be inspected by the Engineer and if a satisfactory stand of grass has been established, the seeded areas with a satisfactory stand of grass will be included for payment.

**END OF SECTION**

**ITEM 767****EROSION CONTROLS****LUMP SUM****DESCRIPTION:**

The work under this Item shall conform to the relevant provisions of Section 765 of the Standard Specifications and the following:

**CONSTRUCTION METHODS:****Erosion and Sediment Control**

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.

Submit erosion and sediment control plan to ENGINEER prior to the start of construction.

Install erosion and sediment controls at the direction of the OWNER/ENGINEER or in accordance with any Order of Conditions and as may be 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.

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.

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.

If silt or debris breaches erosion controls, 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.

Limit duration of the exposure of soils on embankments, excavations, and graded areas to a minimum.

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.

Stabilize storm drain outfalls as shown on the Drawings before the discharge points become operational. Install inlet protection immediately upon construction of culverts.

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.

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.

Conduct pavement sweeping to remove sediment and soil debris accumulation on pavement resulting from construction activity

Inspect frequently; repair or replace any damaged sections.

### **Catch Basin Silt Sacks**

Style: Silt Sack Regular Flow.

Test Method: ASTM D-4884 165.0 lbs./inch.

Silt sack seams: certified average wide width strength.

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

Utilize silt sacks in catch basins as required when excess silt is suspended in discharge water.

### **Compost Filter Socks**

Furnish and install biodegradable mesh “socks” filled with mature, clean compost per EPA National Pollutant Discharge Elimination System (NPDES) specifications.

Install per EPA and manufacturers recommendations.

Install parallel to contours where possible. Stake socks as needed to stabilize. Inspect frequently and repair as necessary.

Install in accordance with the Order of Conditions or as directed by OWNER/ENGINEER.

Employ other temporary erosion control measures as directed by the ENGINEER or local Conservation Commission.

### **Maintenance**

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.

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.

Repair matting if any staples become loosened or raised, or if any matting becomes loose, torn, or undermined, make satisfactory repairs immediately.

Maintain areas mulched or matted until Final Completion, at no additional cost to the OWNER.

Maintain sediment basins by removing silt that reaches a depth of over one foot, at no additional cost to the OWNER, until Final Completion.

### **Removal of Temporary Erosion Control:**

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.

If silt socks are used, remove in paved areas or cut open and disperse media in unpaved areas.

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.

Remove siltation fences only when adequate grass growth has been established.

Repair areas damaged by silt fences and hay bales to preconstruction conditions to the satisfaction of the local Conservation Commission and the ENGINEER.

Remove unsuitable materials from Site and dispose of in a lawful manner.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Payment under this item shall be at the Contract unit bid priced per lump sum, which price shall be full compensation for material and equipment, services, installation, construction inherent to the Work to install and maintain erosion controls as directed by the Owner/Engineer or as outlined in the Order of Conditions for the Project including removal and replacement as directed by the OWNER/ENGINEER.

**END OF SECTION**

**ITEM 850**

**TRAFFIC MANAGEMENT**

**LUMP SUM**

**DESCRIPTION:**

This item shall consist of fabricating, furnishing, and installing material/equipment, services, coordination & construction inherent to the Work to accommodate traffic as required to complete the work in accordance with Section 850 of the Massachusetts Standard Specifications.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Payment under this item shall be at the Contract unit bid priced per lump sum, which price shall be full compensation for fabricating, furnishing, and installing warning and regulatory signs, reflectorized drums, message boards, traffic cones, and/or portable barricades as necessary or as directed by the Engineer.

**END OF SECTION**



<u>ITEM 864.04</u>	<u>PAVEMENT ARROWS &amp; LEGENDS REFL. WHITE (THERMO)</u>	<u>SQUARE FOOT</u>
<u>ITEM 866.04</u>	<u>4 INCH REFLECTORIZED WHITE LINE (THERMO)</u>	<u>LINEAR FOOT</u>
<u>ITEM 866.06</u>	<u>6 INCH REFLECTORIZED WHITE LINE (THERMO)</u>	<u>LINEAR FOOT</u>
<u>ITEM 866.12</u>	<u>12 INCH REFLECTORIZED WHITE LINE (THERMO)</u>	<u>LINEAR FOOT</u>
<u>ITEM 867.04</u>	<u>4 INCH REFLECTORIZED YELLOW LINE (THERMO)</u>	<u>LINEAR FOOT</u>
<u>ITEM 867.06</u>	<u>6 INCH REFLECTORIZED YELLOW LINE (THERMO)</u>	<u>LINEAR FOOT</u>

The work under this item shall conform to the relevant provisions of Section 860 of the Standard Specifications and the following:

This item includes the installation of new thermoplastic pavement markings as indicated on the plans or as directed by the Engineer. Installation shall be per latest MassDOT requirements. Existing pavement markings in conflict with proposed pavement markings shall be removed prior to installation.

#### **METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Measurement for markings shall be made for the actual length of lines installed complete in place.

Payment for pavement markings will be made for the quantities as above determined, measured by the unit per foot of items 866.04, 866.06, 866.12, 867.04, and 867.06 and by the unit per square foot for items 864.04, 865.10, and 865.99, which unit price and payment shall be full compensation for the satisfactory application and for furnishing all material, labor, tools, equipment and any other incidentals necessary to complete the work. Removal of existing pavement markings shall be paid for under item 854.991.

**END OF SECTION**

**ITEM 998****MBTA REQUIREMENTS – INSURANCE & FLAGGERS****ALLOWANCE****DESCRIPTION:**

If any of the work required to be done by the Contractor may obstruct the tracks of a railroad or in any way endanger the operation of its trains, and the services of a flagger or flaggers or other railroad employees are required by the Chief Engineer of the MBTA and personnel are assigned by that Chief Engineer for the protection of the property and traffic of the Railroad against hazards, the cost of all MBTA Insurance requirements and any such flagging services will be paid by the Contractor to their employers, subject to the rules and regulations of the MBTA. The Town will only pay for the costs of flaggers in the same manner as described for police officers.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Compensation for the services of said MBTA Insurance & MBTA flaggers will be paid by the Contractor directly to their employers, subject to all rules and regulations, ordinances, or by-laws in effect. The Town will pay the Contractor for all approved MBTA related items. Within two weeks from the issuance of payment by the Department for costs, the Contractor shall submit proof that payment has been made to the MBTA. Failure of the Contractor to provide proof of payment within the two-week period will result in the following: (a) the removal of the prior payment from the subsequent estimate; and (b) all future payments will be made on a reimbursement basis, based upon the receipt of a cancelled check.

**END OF SECTION**

**ITEM 999****POLICING****ALLOWANCE****DESCRIPTION:**

The Contractor shall provide such police officers as the Engineer deems necessary for the direction and control of traffic within the site. Such officers shall wear regulation policemen's uniforms and reflectorized safety vests meeting the requirements of ANSI 107, Class 3. They may be reserve, special, or regular officers not subject to the control of the Contractor.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Compensation for the services of said police officers will be paid by the Contractor to their employers, subject to all rules and regulations, ordinances, or by-laws in effect in the city or town in which the work is being performed. The Department shall pay the same hourly rate as the municipality in which they are working pays its police for similar work on the municipality's projects as set by the municipality's collective bargaining agreement. The Department shall not pay any administrative charges charged by the municipality in association with the police costs. The Department will pay the Contractor for all police officers approved by the Department.

Within two weeks from the issuance of payment by the Department for police costs, the Contractor shall submit proof that payment has been made to the police department. Failure of the Contractor to provide proof of payment within the two-week period will result in the following: (a) the removal of the prior payment from the subsequent estimate; and (b) all future payments will be made on a reimbursement basis, based upon the receipt of a cancelled check.

**END OF SECTION**

## Appendices

### Appendix A Town-Wide Road Surface Ratings (RSR)

### Appendix B MBTA Insurance Requirements

### Appendix C Town Standard Construction Details

## Appendix A – Town of Manchester-By-The-Sea Town -Wide Road Surface Ratings

Reserved

## Appendix B – MBTA Insurance Requirements



**MASSACHUSETTS BAY  
TRANSPORTATION  
AUTHORITY**

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**RAILROAD OPERATIONS DIRECTORATE**

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**INSURANCE SPECIFICATIONS**

The insurance outlined in these Specifications is required of the Owner or Contractor, and shall be provided by or in behalf of all subcontractors performing any portion of the work. The Owner or Contractor shall be responsible for any modifications, deviations or omissions of the required insurance as it applies to subcontractors.

All insurance policies, unless otherwise specified under Railroad Protective Liability Insurance, are to be written either on an occurrence basis or, if a claims-made form, applicable renewals must have a date retroactive to the construction start date and shall be maintained in force for one year following the acceptance of the work by the MBTA or its duly authorized representative.

With the exception of Railroad Protective Liability Insurance, all insurance policies must name the MBTA as an additional insured as its interest appears and waive any rights of subrogation against the MBTA.

Certificates of Insurance evidencing (1) either the claims-made or occurrence form coverage, (2) work description/location, (3) Owner or Contractor's corporate name, and (4) individual, company, government agency or municipality for which the work is being performed, are to be furnished to the MBTA prior to work commencement, and within fifteen (15) days of expiration of the insurance coverage, when applicable.

All policies must contain a minimum thirty (30) day written notice of cancellation clause, and provide that the Insurance Company shall notify the Owner, Contractor, MBTA and Railroad Company(s), via registered mail, of any cancellation, change or expiration of the policy.

Original Insurance Certificate(s) shall be received and approved by the MBTA before the Owner or Contractor will be allowed entry upon MBTA Railroad Property. Certificates, including any required endorsements, shall be furnished to the MBTA, c/o Risk Manager, Office of the Treasurer-Controller, Ten Park Plaza, Room 8450, Boston, MA 02116, and shall provide stated coverage and a provision that Notice of Accident (occurrence) and Notice of Claim shall be given to the Insurance Company as soon as practicable after notice to the insured(s).

Original Insurance Binders reflecting Railroad Protective Insurance shall be received and approved by the MBTA and the appropriate Railroad Company(s) prior to entry upon MBTA Railroad Property. Mailing addresses for transmittal of original Insurance Binders to the named insured Railroad Company(s) are contained on Page Four of these Specifications.

The Owner or Contractor shall indemnify, defend and save harmless the MBTA and the appropriate Railroad Company(s) from and against any and all liabilities, losses (including losses of revenue), claims, costs, damages and expenses (including reasonable attorney's fees and expenses) that may be asserted against or incurred by the MBTA and the Railroad Company(s) arising from or as a result of the Owner or Contractor's work, or its use of adjacent land. Said indemnification shall include claims, whether covered by insurance or not, including, but not limited to Workers Compensation and similar insurance.



The Owner or Contractor shall maintain, during the life of the contract, from company(s) authorized to do business in the Commonwealth of Massachusetts and satisfactory to the MBTA:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE** for personal injury, bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate covering all work performed on or over or adjacent to MBTA Railroad Property (the "work"), including:

1. All operations;
2. Contractual liability;
3. Coverage for the so-called "X, C, U" hazards, i.e., collapse of building, blasting, and damage to underground property;
4. Asbestos abatement, when applicable.

**B. AUTOMOBILE LIABILITY INSURANCE** including the use of all vehicles owned, non-owned, leased and hired, in an amount not less than \$1,000,000 combined single limit covering all the work.

**C. WORKER'S COMPENSATION INSURANCE** including Employees, Liability Insurance, as provided by Massachusetts General Laws, Chapter 152, as amended, covering all the work.

**D. UMBRELLA LIABILITY COVERAGE** in an amount not less than \$10,000,000 per occurrence covering all the work.

**E. HAZARDOUS MATERIALS INSURANCE** if the work involves hazardous materials, the following coverage is required:

1. **Pollution Liability insurance** for sudden and gradual occurrences in an amount not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate arising out of the work, including but not limited to all hazardous materials identified in the contract.
2. When applicable, the Owner or Contractor shall designate the disposal site and furnish a Certificate of Insurance from the Disposal Facility for Environmental Impairment Liability Insurance for (a) sudden and accidental occurrences in an amount not less than \$3,000,000 per occurrence and \$6,000,000 in the aggregate and (b) non-sudden occurrences in an amount not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate.
3. Certificates of insurance shall clearly state the hazardous materials exposure work being performed.

**F. RAILROAD PROTECTIVE LIABILITY INSURANCE** is specifically designed for insuring Railroads, and is purchased by the Owner or Contractor in the name of the MBTA and the Railroad Company(s). **The Railroad Company(s) is the named insured on the policy.** Railroad Protective Liability Insurance is required for any work performed within fifty (50) feet from center line of the nearest railroad track; it is not a substitute for any types of insurance outlined in these Specifications. Required limits are:

Bodily injury: not less than \$5,000,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of \$10,000,000 for all damages arising out of bodily injury to or death of two or more persons in any one accident;

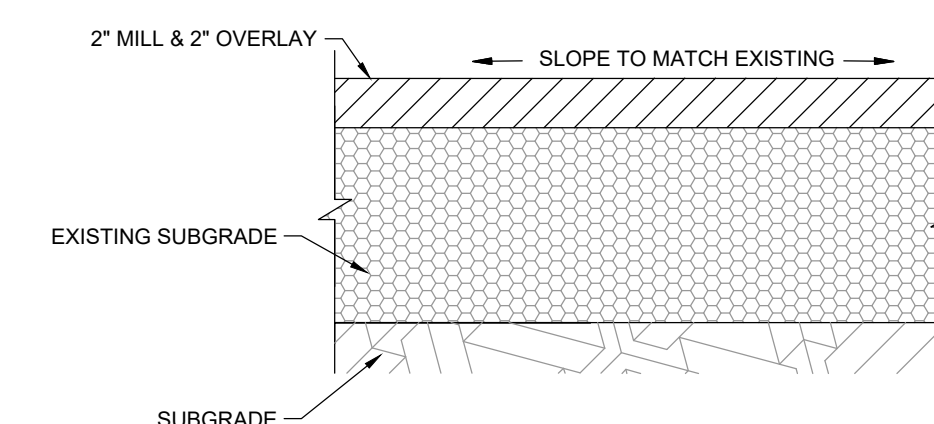
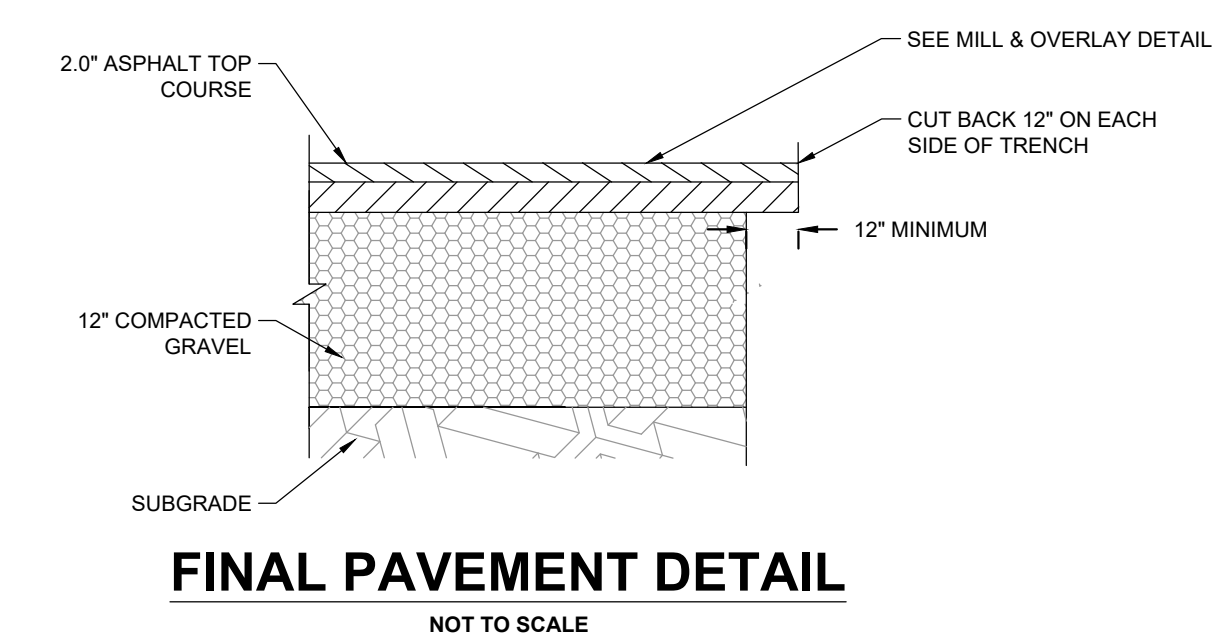
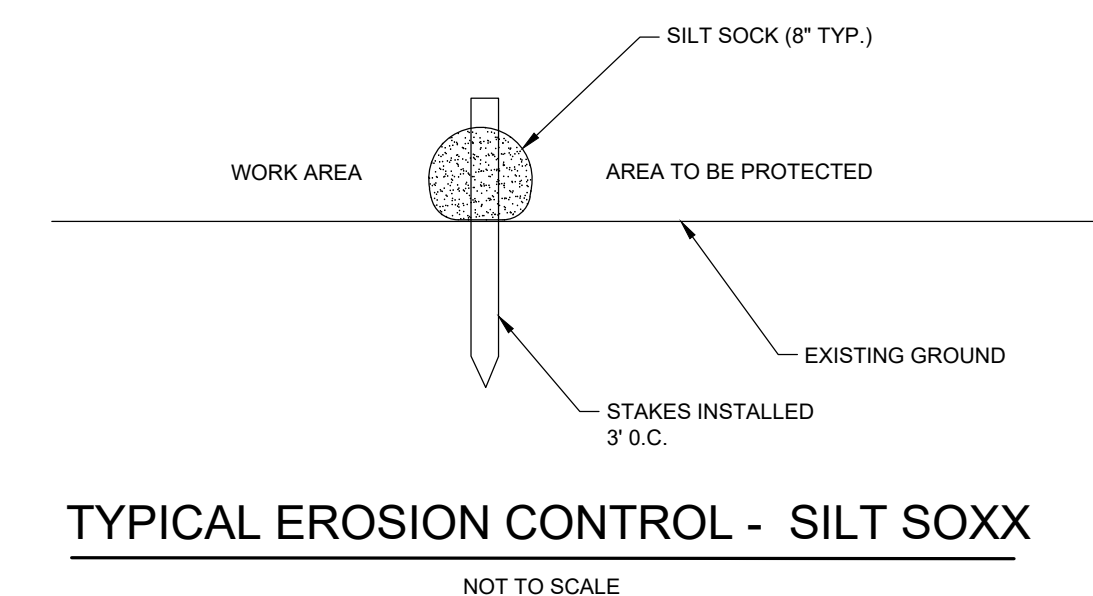
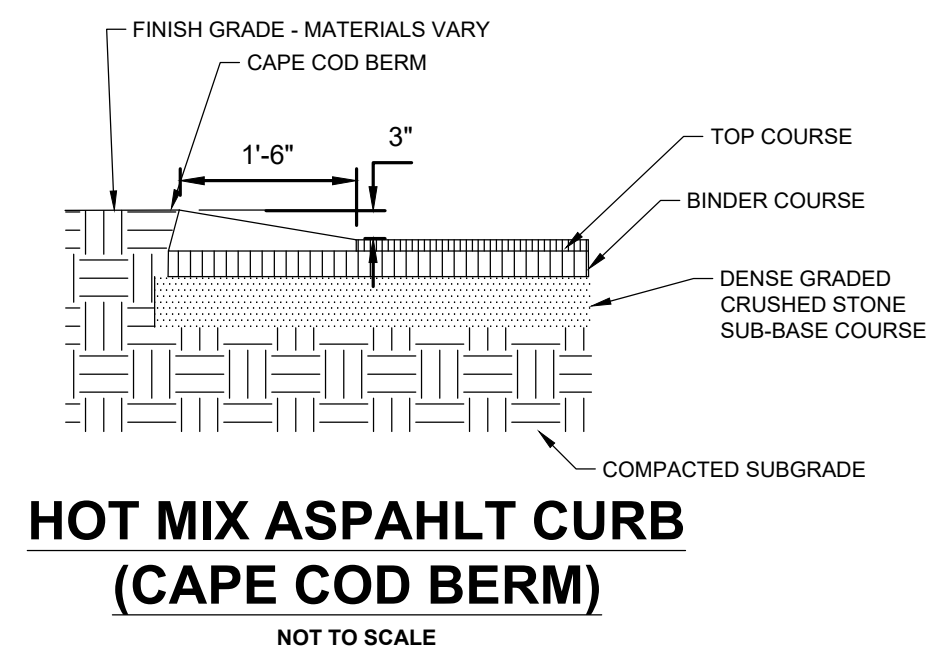
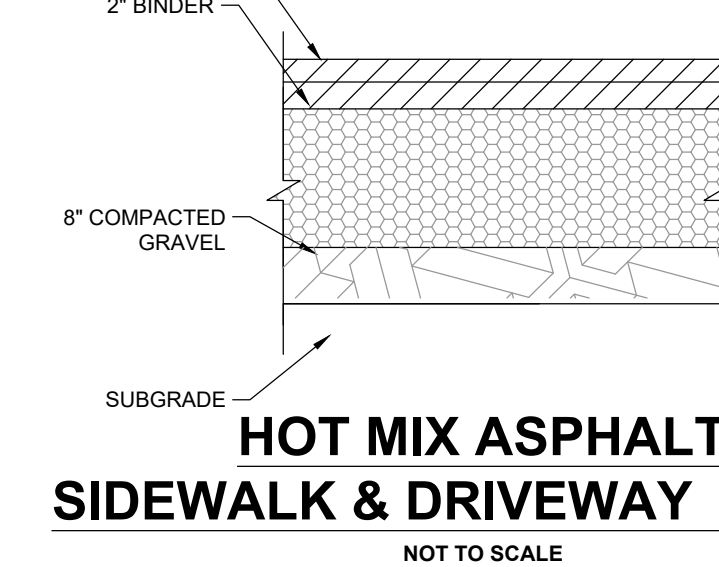
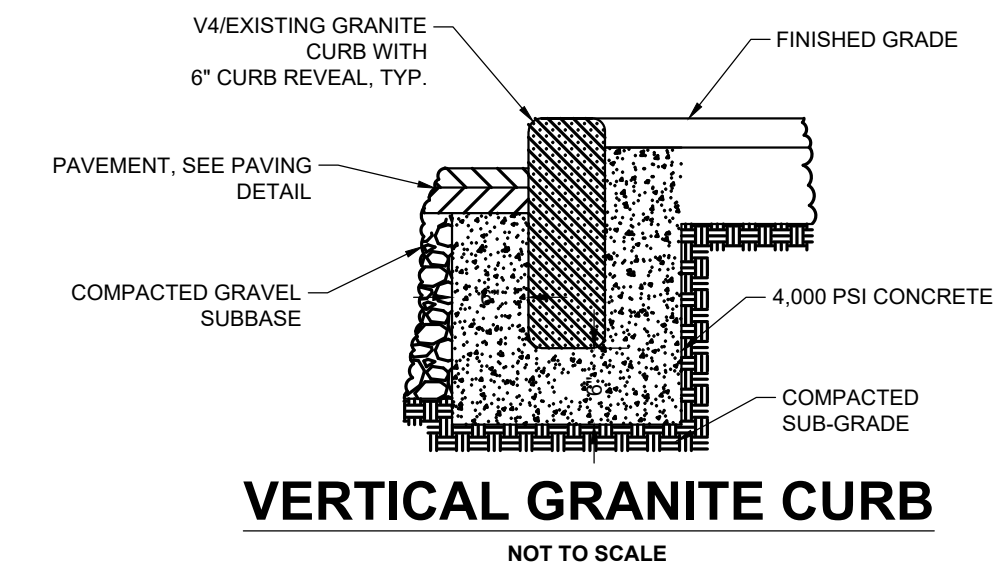
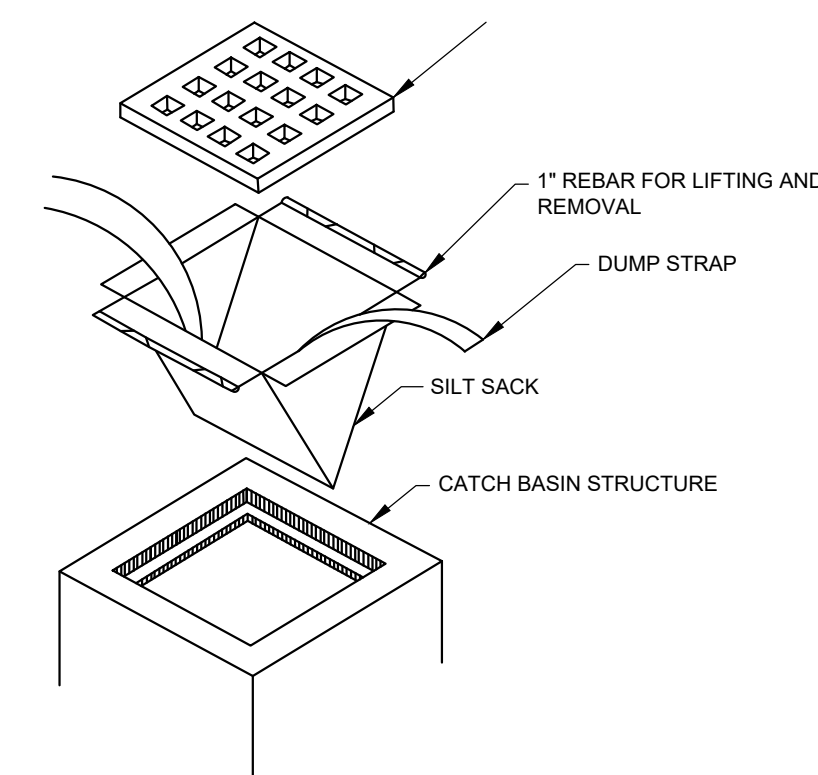
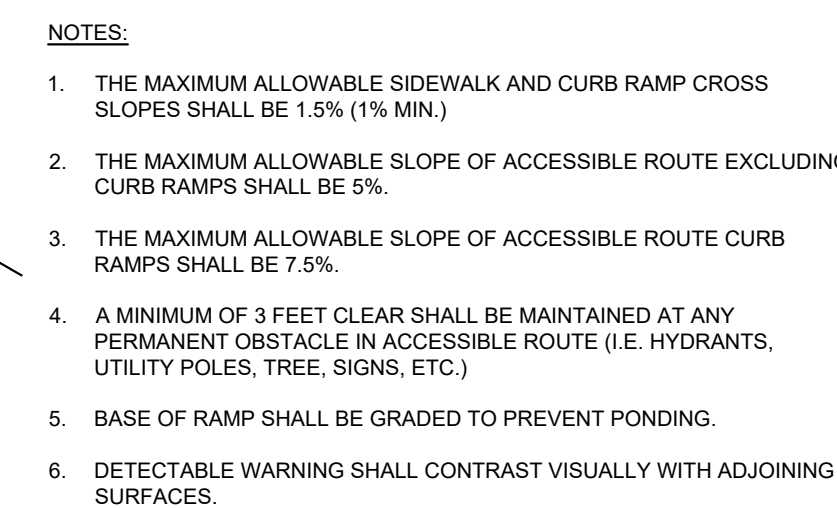
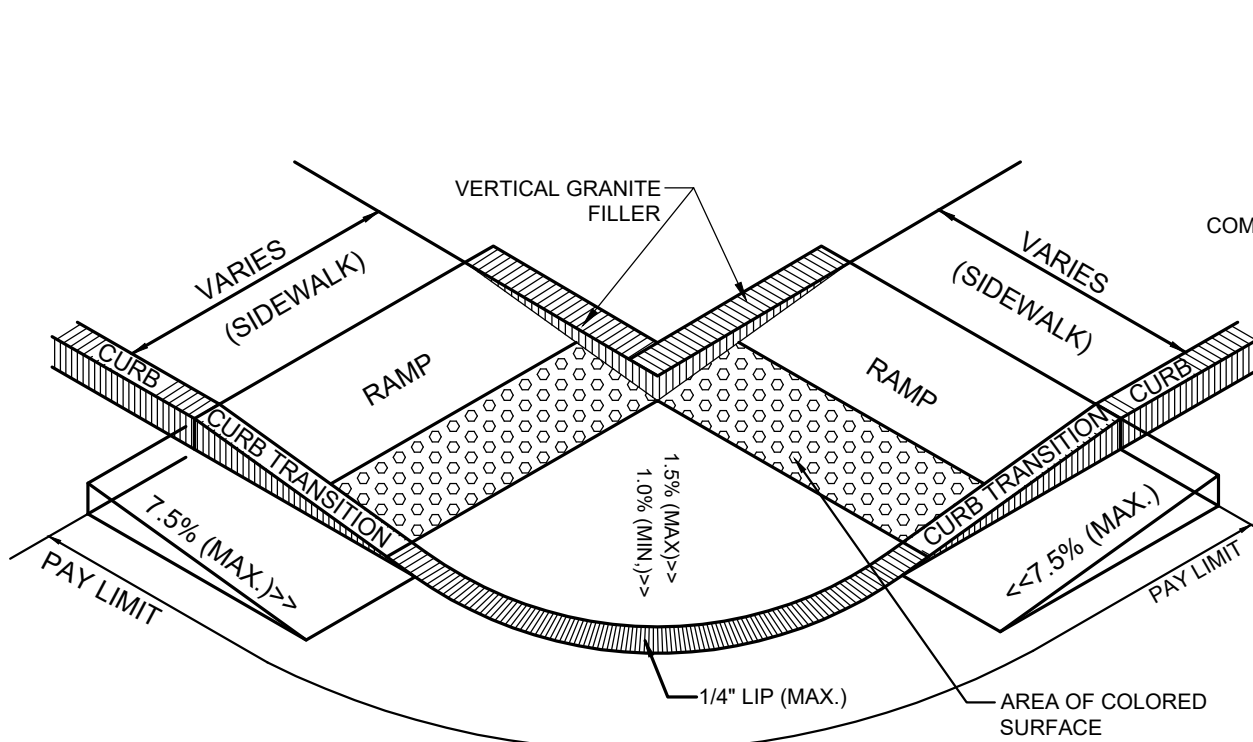
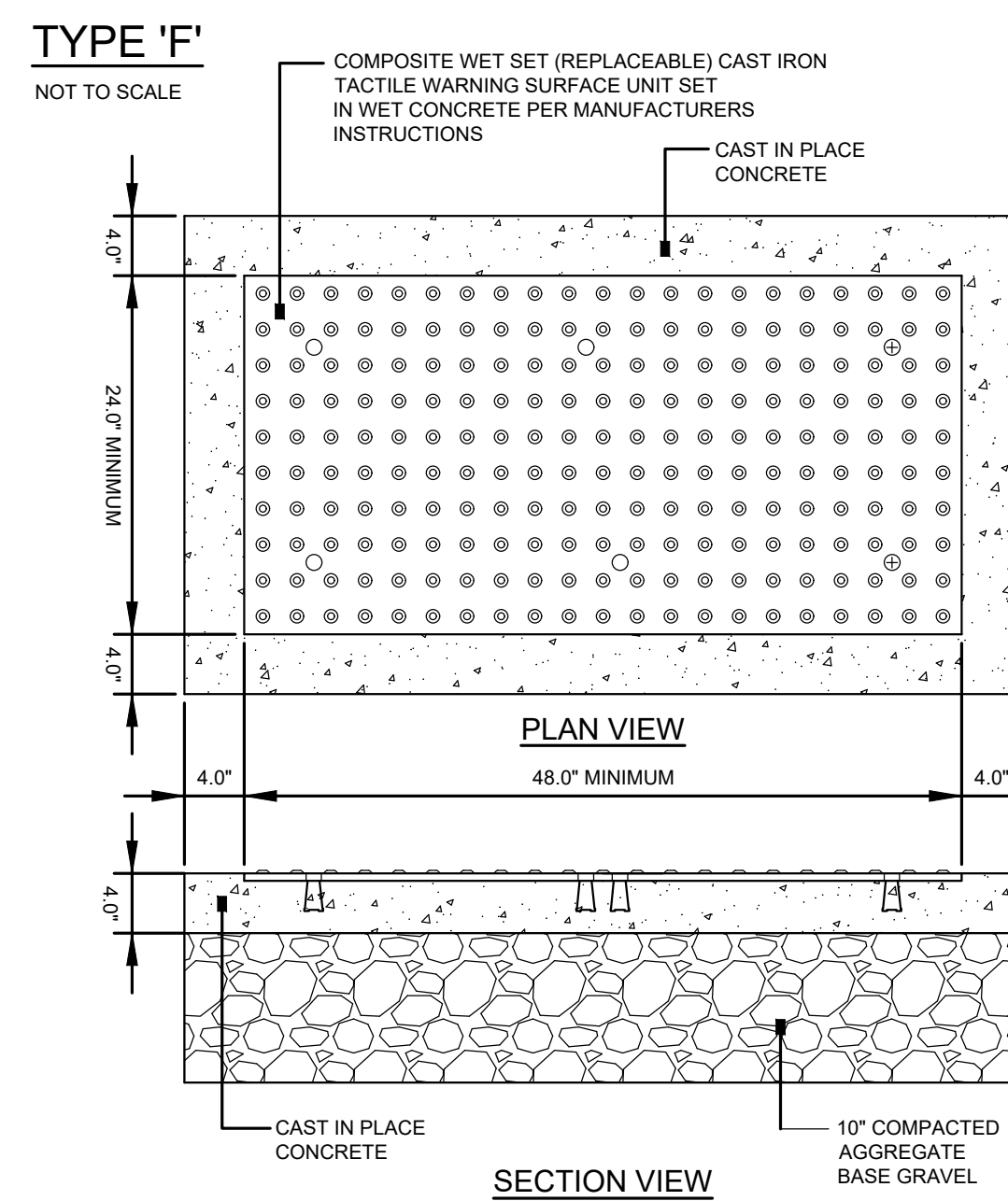
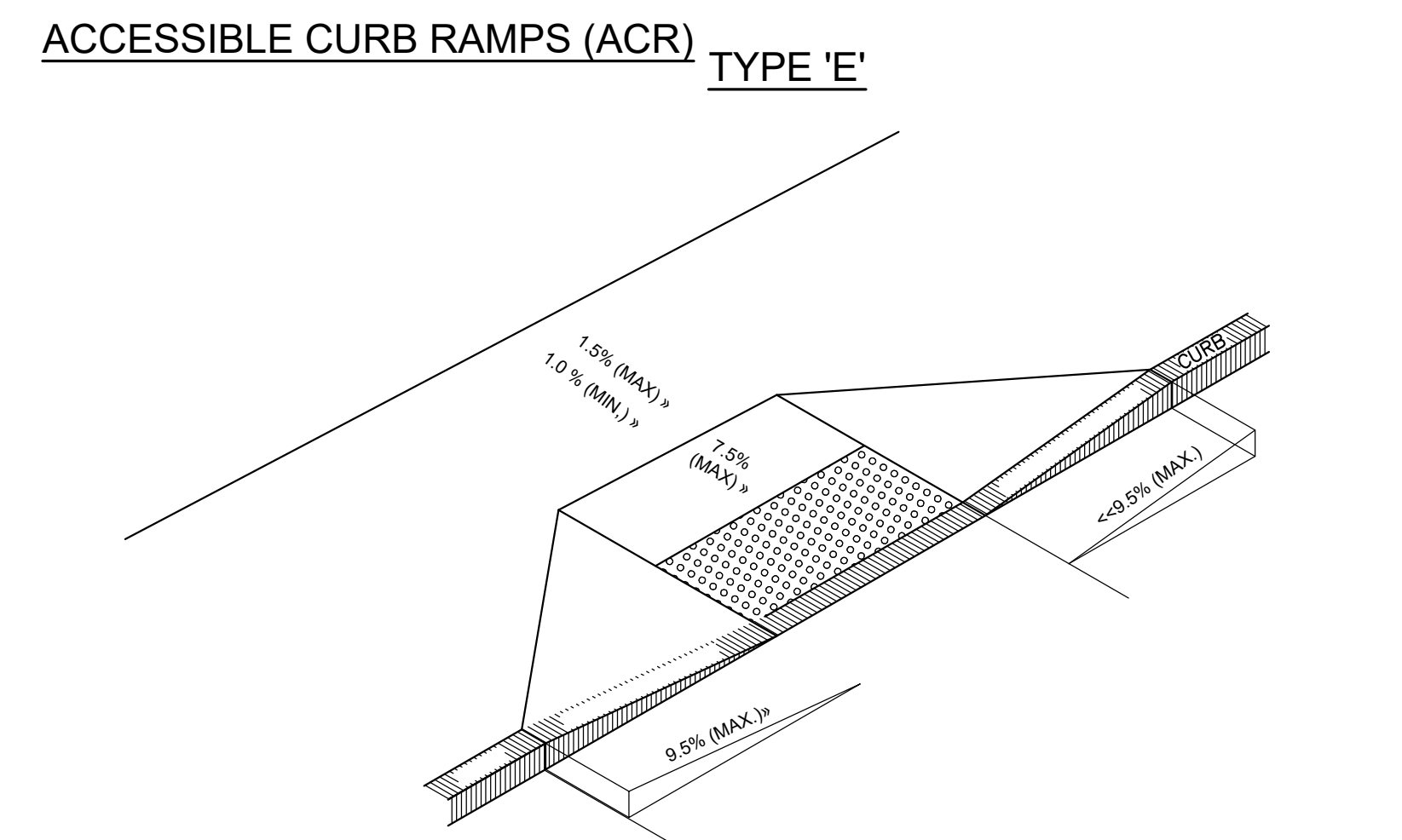
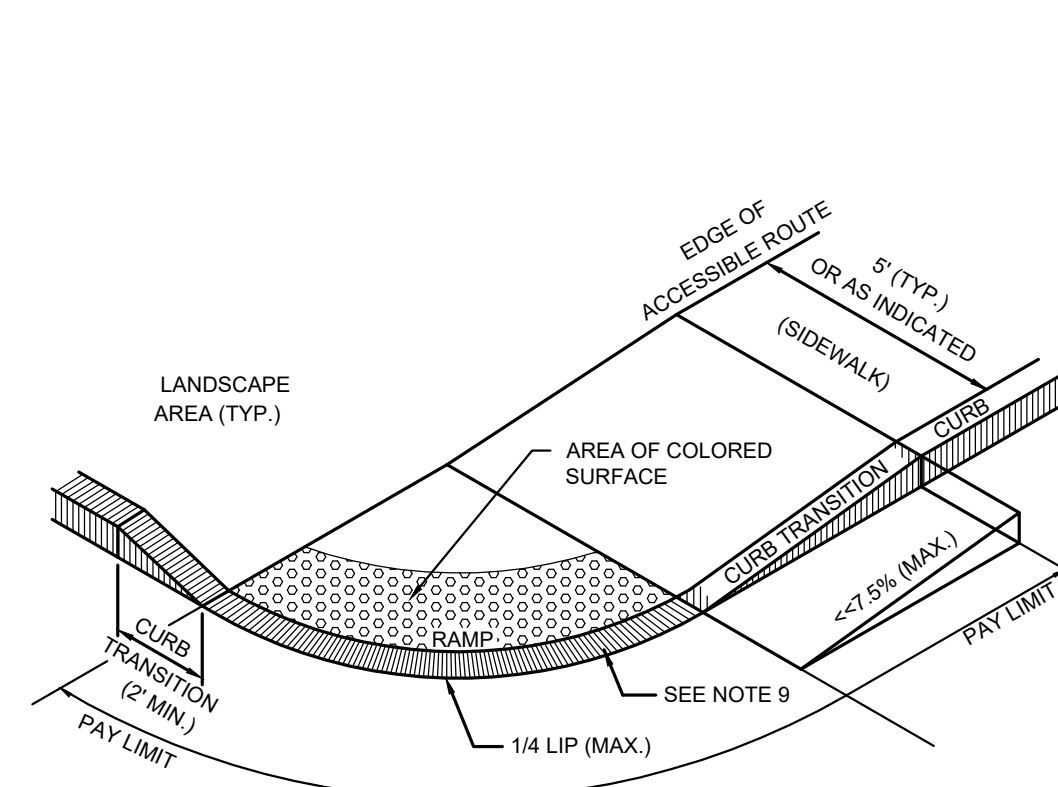
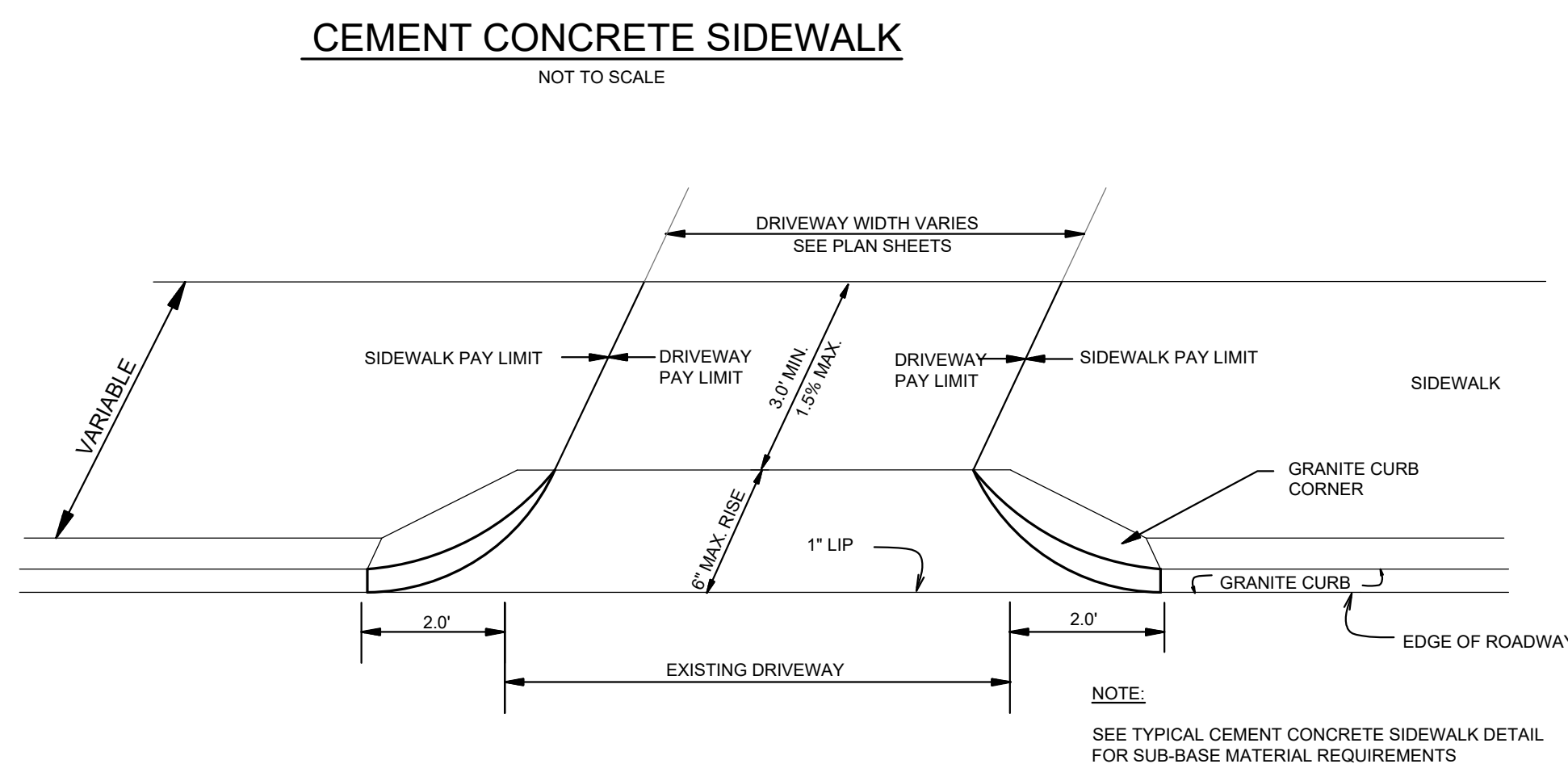
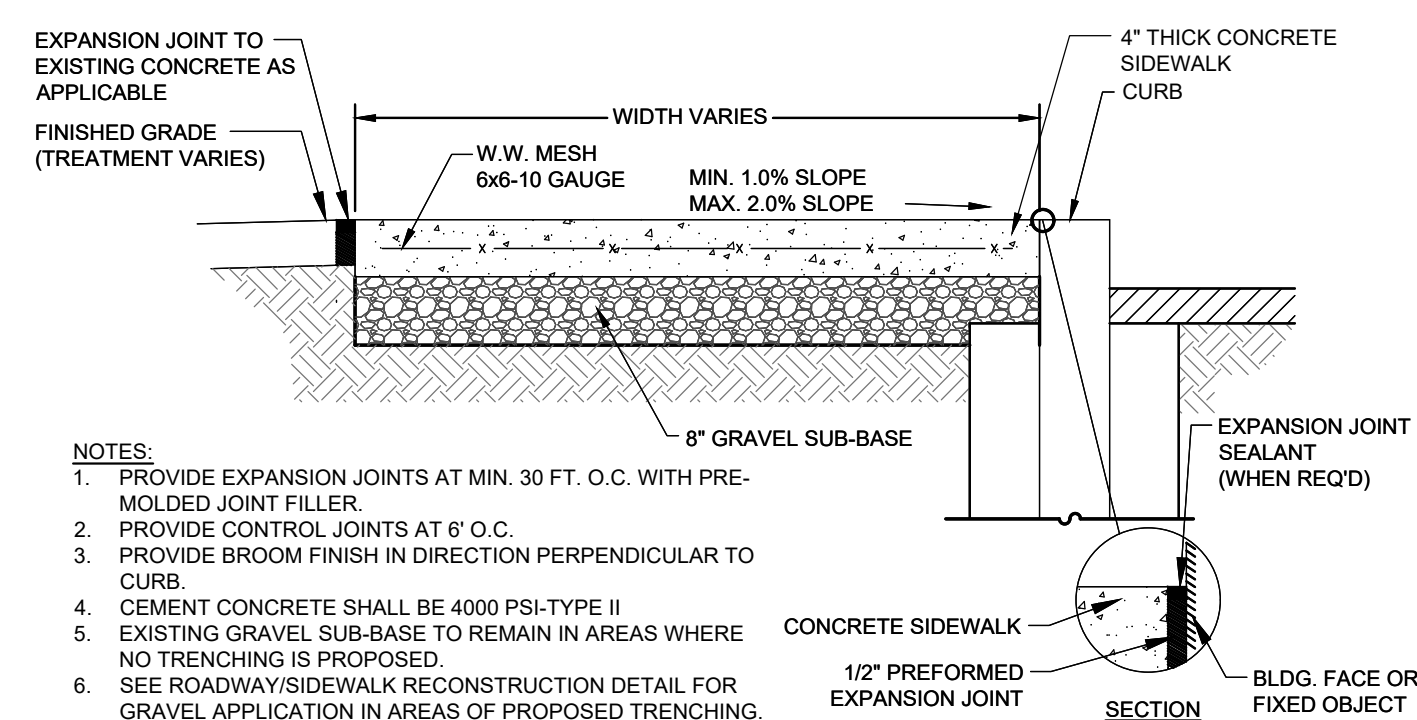
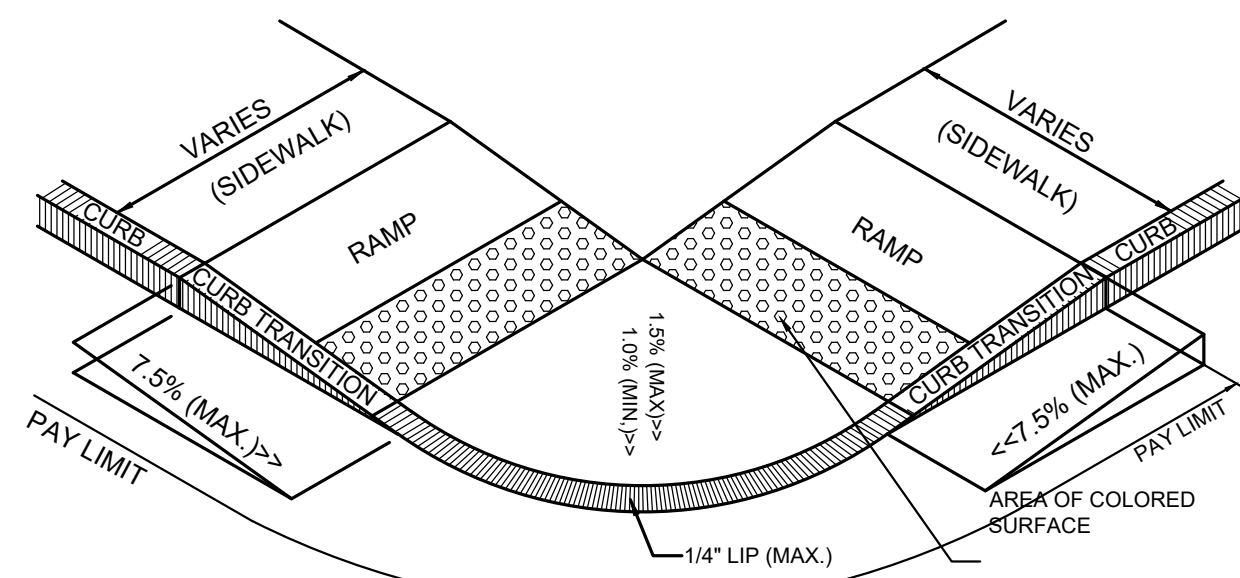
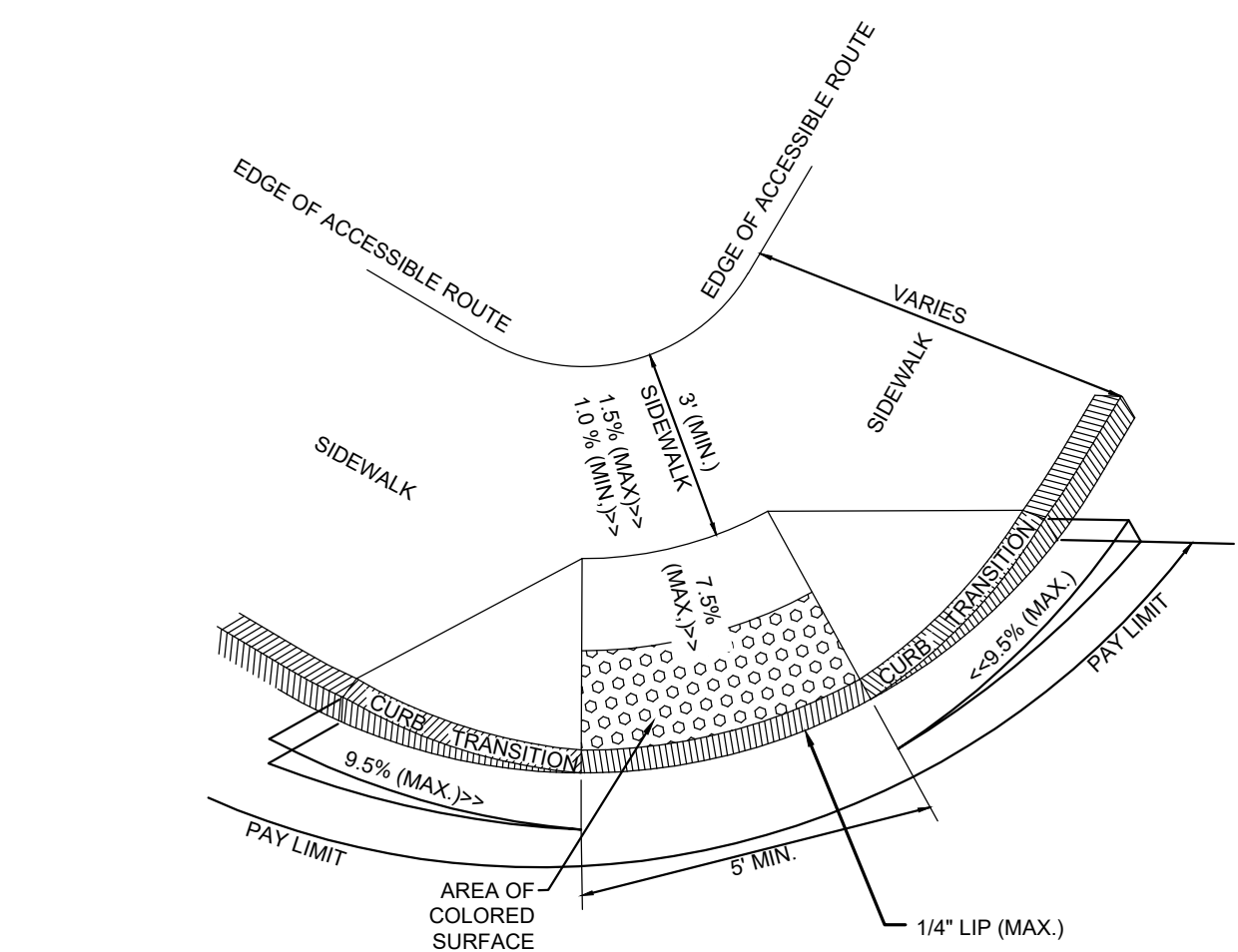
Property Damage: not less than \$5,000,000 or all damages arising out of injury to or destruction of MBTA property in any one accident, and subject to that limit per accident, a total of \$10,000,000 in the aggregate for all damages arising out of injury to or destruction of MBTA property.

Questions regarding insurance should be directed to MBTA's Risk Manager at (617) 222-4447.

Questions regarding train counts and train speeds should be directed to the appropriate Railroad Company(s) listed on Page Four.

## Appendix C – Town of Manchester-By-The-Sea Standard Construction Details





NOTES:

1. CONTRACTOR SHALL APPLY TACK COAT PRIOR TO PLACING 2" OVERLAY.
2. CONTRACTOR SHALL ADJUST ALL STRUCTURES WITHIN RIGHT-OF-WAY TO GRADE PRIOR TO INSTALLING OVERLAY

## BID SET

NORTH



BOBREK  
Engineering & Construction

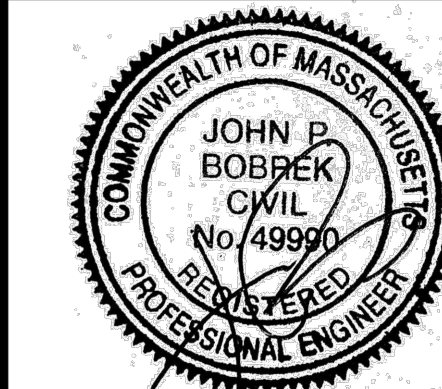
PO BOX 2185  
DANVERS, MA 01923  
WWW.gobobrek.COM

MANCHESTER DPW  
10 CENTRAL ST  
MANCHESTER-  
BY-THE-SEA, MA  
01944

## CLIENT INFO

# ANNUAL ROAD & SIDEWALK MAINTENANCE CONTRACT

## PROJECT INFO

[illegible]

STAMP: 02/19/2025

## STANDARD CONSTRUCTION DETAILS

SHEET NAME:

# C-100

SHT NO:

DR BY: BTP

CHK BY: JPB

PROJ NO: 18-014

DATE: 02/19/2025

SCALE: AS NOTED