

PROJECT MANUAL

FOR

TOWN OF SWAMPSCOTT  
*Blocksidge Field Renovation*  
*Grandstand, Pressbox & Handicapped Lift*

*Prepared For:*

Town of Swampscott  
22 Monument Avenue  
Swampscott, MA 01907

January 15, 2017



*Prepared by:*

HUNTRESS *Sports*

*Landscape Architects & Planners*  
17 Tewksbury Street Andover, MA 01810

TOWN OF SWAMPSCOTT  
SWAMPSCOTT, MASSACHUSETTS

**INVITATION TO BID**

Sealed bids for furnishing the following will be received at the Salem City Hall - Office of the Designated Purchasing Agent - 93 Washington Street, 2nd Floor - Salem, MA 01970 until the time specified below at which time the bids will be publicly opened and read. For a consistency, the clock in the Purchasing Dept. will be the determining time. The City of Salem is acting as the Designated Purchasing Agent for the Town of Swampscott.

**ITEM**

Blockside Field - Grandstand  
Athletic Field Construction

**BID OPENING**

February 9, 2017  
11:00 AM

Bid Documents and bid forms may be obtained at the Salem City Hall - Office of the Designated Purchasing Agent - 93 Washington Street, 2nd Floor - Salem, MA 01970, or electronically at [www.salem.com/purchasing](http://www.salem.com/purchasing)

Bids will be opened in the Salem City Hall - Office of the Designated Purchasing Agent - 93 Washington Street, 2nd Floor - Salem, MA 01970. Each bid must be accompanied by a bid security of **CASH, CERTIFIED CHECK, or BID BOND** issued by a responsible bank or trust company licensed to do business in the Commonwealth of Massachusetts in the amount of 5% of the total bid. No bidder may withdraw his bid for a period of thirty (30) days, excluding Saturdays, Sundays, and legal holidays after the date set for the opening thereof.

The bidding and award of this Contract will be under the provisions of M.G. L. Chapter 30, Section 39M and the provisions of M.G.L. Chapter 30, Section 39S.

The Town of Swampscott is an affirmative action/equal opportunity purchaser. The Owner reserves the right to accept or reject, in whole or in part, any or all bids or take whatever, other action may be deemed necessary to be in the best interest of the Town.

Gino Cresta, DPW Director  
Town of Swampscott

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## INSTRUCTIONS TO BIDDERS

### PART 1 - GENERAL

#### 1.01 IDENTIFICATION

1. Awarding Authority: Town of Swampscott- Swampscott, Massachusetts.

1. Address: Town of Swampscott  
22 Monument Avenue  
Swampscott, MA 01907
2. Telephone: (781) 586-8860
3. Contact Person: Gino Cresta, DPW Director

2. Landscape Architect: Huntress Associates, Inc.

1. Address: 17 Tewksbury Street, Andover MA 01810
2. Telephone: (978) 470-8882.
3. Fax Number: (978) 470-8890
4. Contact Person: Mr. Christian Huntress.

#### 1.02 BIDDING DOCUMENTS

3. Instructions to Bidders: This “Instructions to Bidders” contains important information about bidding procedures and is intended to provide guidance and assistance to bidders. This “Instructions to Bidders” does not change or supersede the provisions of Law or the Contract Documents. This “Instructions to Bidders” is not part of the Contract Documents, unless specifically referenced or itemized in the Owner/Contractor Agreement.
4. To view the Bidding Documents: Contact the Salem City Hall - Office of the Designated Purchasing Agent - 93 Washington Street, 2nd Floor - Salem, MA 01970, or electronically at [www.salem.com/purchasing](http://www.salem.com/purchasing)
5. Bid Documents: Bid Documents: Bid documents consist of one set of Contract Document Drawings and one copy of the Contract Document Project Manual.
  - a. Bid Documents and bid forms may be obtained at the Salem City Hall - Office of the Designated Purchasing Agent - 93 Washington Street, 2nd Floor - Salem, MA 01970, or electronically at [www.salem.com/purchasing](http://www.salem.com/purchasing)
  - b. General bidders must provide a contact, including name, address, phone and email.
  - c. Bid sets will be issued only in complete sets.
6. Bid Documents Deposit Required: No deposit is required to receive the bid documents.
7. Bid Documents Deposit Refund: No deposit is required to receive the bid documents.

### 1.03 BIDDING REQUIREMENTS

1. **Site Visit Required:** Each bidder shall visit the site of the proposed work and become fully and completely aware of all existing conditions, existing facilities, and the character of the operations to be carried on under the proposed Contract. Each bidder shall make itself fully understand the facilities, physical conditions, and restrictions attending the work under the Contract. Failure to make such examinations will not relieve the bidder from any obligation under the bidder's bid or sub-bid as submitted, nor shall it serve as the basis for change orders or equitable adjustments.
2. **Document Examination:** Each bidder shall thoroughly examine and become familiar with the Contract Documents and the Bidding Documents. Failure to make thorough examinations will not relieve the bidder from any obligation under the bidder's bid as submitted, nor shall it serve at the basis for change orders or equitable adjustments.
3. **Form of Agreement:** An example Form of Owner/Contractor Agreement is included in the bidding documents.
4. **Applicable Laws:** All bids are subject to all applicable provisions of law.
5. **Questions, Clarifications, and Interpretations:** Bidders shall promptly notify the Purchasing Agent of questions, ambiguities, inconsistencies, errors, or omissions, which they may discover upon examination of the Contract Documents, the site, and local conditions.
  1. **Written Request Required:** Submit written requests for clarification and interpretation to the designated purchasing agent at [whaskell@saalem.com](mailto:whaskell@saalem.com)
  2. **Time Required:** Requests for clarifications and interpretations must be received by the Purchasing Agent at least five working days (Saturdays, Sundays, and Holidays excluded) prior to the date bids are due.
  3. **Purchasing Agent Response, Addenda:** The Purchasing Agent response will be in the form of written Addenda that shall become part of the Contract Documents. Clarifications and interpretations offered by the Authority, the Landscape Architect, or any of the Landscape Architect's consultant's in any form other than a formal written Addenda shall be invalid.
  4. **Issuance of Addenda:** Addenda will be issued to every bidder on record as having obtained bid documents. Copies of Addenda will be available at locations where Contract Documents are filed for public inspection as listed in the Advertisement and these Instructions to Bidders.
  5. **Addenda Must Be Acknowledged:** Bidders shall acknowledge Addenda in the spaces provided on the bid forms. Failure of a bidder to acknowledge Addenda in the spaces provided on the bid form may cause rejection of the bid or lead to a protest. Failure of a bidder to receive any addenda shall not relieve it from any obligation under its bid as submitted.

#### 1.04 ALTERNATES

1. Alternates by General Bidders: Each General Bidder shall bid on all alternates listed and shall list for each alternate only one amount which shall be the total amount in dollars and cents to be added or deducted from base bid amount for the alternate and shall include Sub-Bidders's alternate amounts. Clearly indicate whether the amount is to be added or deducted, if the bid form does not already make this clear. If an alternate does not change the bid amount, print "No Change" or "0" in the amount space provided for that alternate. Do not leave alternate proposal spaces blank.
2. Alternates May Affect Low Bidder Selection: The low bidder will be determined on the basis of the sum of the base bid and the alternates selected by the Awarding Authority.

#### 1.05 PREPARATION AND SUBMISSION OF BIDS

3. Completion of Bid Forms: Use only the Bid Forms furnished with the bidding documents by the Authority. Additional forms will not be mailed by the Landscape Architect. Complete Bid Forms with typewriter or hand printed in ink.
4. Alterations Not Permitted: Do not alter bid forms. Do not include any recapitulation of the work to be done. Do not provide any information not requested. Do not strike out, line out, white out, or erase any information.
5. Amounts: Express amounts in both words and numbers where space for both is provided. In cases of conflict, written amounts shall control over numbers.
6. Blanks: Complete all spaces provided. Do not leave any blanks. Print "N/A" in any space not needed or used.
7. Bid Withdrawal: Any bid may be withdrawn by mailed written request, faxes written request, or telegraphic request prior to date and time of receipt of bids. Withdrawn bids may be resubmitted until date and time of receipt of bids.
  1. Telegraphic Request: Bid withdrawal by telegraph shall be confirmed in writing with the Bidder's signature.
  2. Mailed Written Request: Bid withdrawal by mail shall be in writing and shall be post-marked on or before the date and time of receipt of bids.
  3. Faxed Written Request: Bid withdrawal by fax shall be in writing and shall be received by the Authority on or before the date and time of receipt of bids.
  4. Modifications: No written, oral, telephone, or telegraphic modifications to bids will be considered after the bid is received.

8. Bid Deposit (Bid Security): A Bid Deposit (Bid Security) is required for each General Bid in the amount of 5% of the total bid amount including all add alternates.
  - a. Form of Bid Deposit: Bid Deposit shall be made payable to the Awarding Authority and shall be in the form of cash, certified check, issued by a responsible bank or trust company, or a bid bond issued by a surety company licensed to do business in the Commonwealth of Massachusetts. Form of bid bond shall be similar to AIA A310 and must be acceptable to the Awarding Authority.
  - b. General Bidder Bid Deposit Return: Bid deposits of General Bidders will be returned within five working days after bid opening, except bid deposits of the three lowest general bidders will be retained by the Authority until a Contract is signed.
9. General Bid Submission: Submit one copy of bid forms, bid deposit and the required, completed Qualifications and References Form, in a sealed envelope. Clearly and boldly identify the envelope with the words, “**General Bid Enclosed for Blocksidge Field - Grandstand – Hold for Public Opening.**” The envelope must also include the name, business address and telephone number of the bidder. Submit Bids as specified in the advertisement of bid.

#### 1.06 PERFORMANCE AND PAYMENT BONDS

1. Performance and Payment Bonds: Bonds shall be issued by a surety company that is licensed to do business in the Commonwealth of Massachusetts and is satisfactory to the awarding authority. Performance and Payment Bonds shall be issued by a company having an A.M. Best rating of A+, XII or higher, subject to the Awarding Authorities’ discretion. Bonds shall be issued by a surety company that is licensed to do business in the Commonwealth of Massachusetts, State Division of Insurance. Bond form shall be as bound in the Project Manual or other form approved by the Awarding Authority.
  1. Changes in Contract Price: Whenever the Contract Price is adjusted by Change Order, the General Contractor shall adjust the amount of both the Performance Bond and a Labor and Materials Payment Bond to the new full amount of the Contract Price. The cost of this adjustment shall be included in the General Contractor’s mark-up on Change Orders.
  2. Bond Cost: All Performance Bond and a Labor and Materials Payment Bond costs, shall be included in the Bid Amount and all premiums for bonds shall be paid by the General Contractor.
  3. Additional Bond Documents Required: With each bond provide certified power of attorney or other certificate of authority where bond is executed by an agent, officer, or other representative of Contractor or surety.

#### 1.07 CONTRACT TIME

1. Contract Time: Time is of the essence in this Contract. The Awarding Authority expects the

work to begin on April 3, 2017 after issuance of Notice to Proceed, and expects all work to be Substantially Complete by August 18, 2017, and to achieve Final Completion including all punch list items by August 30, 2017.

#### 1.08 CONTRACT AWARD

1. Bid Opening and Disposition: Bids will be opened in public.
1. Contract Award: The Contract will be awarded within 30 days after receipt of general bids. (Saturdays, Sundays, and legal holidays excluded)
2. General Bids May be Rejected: The Awarding Authority reserves the right to waive informalities in any or all general bids; to reject any or all general bids; to revise the Contract Documents and rebids, if it is in their interest to do so.
3. Definition of "Lowest Responsible and Eligible Bidder": The "lowest responsible and eligible bidder" means the General Bidder whose bid is the lowest of those General Bidders who demonstrably possess the skill, ability, and integrity necessary for faithful performance of the work, and who certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

#### 3.10 DOCUMENT SUBMISSION CHECKLIST

1. General Bid Required Submittals: On or before the date and time of receipt of general bids, general bidders must submit the following:
  1. General Bid Form.
  2. Bid Deposit
2. Documents Required at Contract Signing: Three copies of each of the following documents are required prior to Contract Signing.
  3. Signed and executed Section 00 61 13.13 Performance Bonds and Section 00 61 13.16 Labor and Material Payment Bonds including Power-of -Attorney for the General Contractor.
  4. Signed and executed Insurance Certificates for the General Contractor.

END OF SECTION



SECTION 00 30 00  
FORM FOR GENERAL BID

From: (Insert name of General Bidder) \_\_\_\_\_

To the Awarding Authority:

1. The undersigned proposes to furnish all labor and materials required for **BLOCKSIDGE FIELD GRANDSTANDS** in accordance with the accompanying Contract Documents prepared by Huntress Associates, Inc. for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

2. This bid includes addenda numbered \_\_\_\_\_.

3. GENERAL BID

Base Bid Price in Numbers: \_\_\_\_\_

Base Bid Price in Words: \_\_\_\_\_

4. The Undersigned agrees that, if he selected as general contractor, he will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The Undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to Section 44A. The Undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The Undersigned further certifies under the penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section 29F of Chapter 29, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

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

Name of General Bidder \_\_\_\_\_

Name and Title of Person Signing Bid \_\_\_\_\_

Business Address \_\_\_\_\_  
City and State \_\_\_\_\_  
Phone & Fax \_\_\_\_\_  
Email Address \_\_\_\_\_

Note: This proposal shall bear the written signature of the bidder.

1. If the bidder is an individual, provide residential address if different from business address.
2. If the bidder is a partnership, the proposal must be signed by a partner and provide full names and residential addresses of all partners.
3. If the bidder is a corporation, the proposal must be signed by a duly authorized officer or agent of the corporation, the state of incorporation must be provided, and the corporate seal must be affixed. Provide the state of incorporation and the names of all corporate officers.

If an individual:

Name: \_\_\_\_\_  
Residence: \_\_\_\_\_

If an individual doing business under a firm name:

Name of Firm: \_\_\_\_\_  
Name of Individual: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Residence: \_\_\_\_\_

If a partnership:

Name of Partner: \_\_\_\_\_  
Residence: \_\_\_\_\_  
Name of Partner: \_\_\_\_\_  
Residence: \_\_\_\_\_  
Name of Partner: \_\_\_\_\_  
Residence: \_\_\_\_\_

If a corporation:

Incorporated in  
what State: \_\_\_\_\_  
President: \_\_\_\_\_  
Treasurer: \_\_\_\_\_  
Secretary: \_\_\_\_\_

END OF SECTION

SECTION 00 35 00

CERTIFICATE OF NON-COLLUSION

Pursuant to MGL Chapter 149, Section 44F, The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

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

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Title and name of Person Signing Bid

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

\_\_\_\_\_  
City and State

END OF SECTION

SECTION 00 48 50

STATEMENT OF STATE TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b),

I, (insert name and title) \_\_\_\_\_ authorized

signatory for (insert name of contracting party) \_\_\_\_\_,

whose principal place of business is at \_\_\_\_\_, do

hereby certify under the pains and penalties of perjury that (insert name of contracting party)

\_\_\_\_\_ has complied

with all laws of the Commonwealth relating to taxes.

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

\_\_\_\_\_  
Date

END OF SECTION

SECTION 00 52 13  
OWNER - CONTRACTOR AGREEMENT

THIS AGREEMENT, made this 1<sup>st</sup> day of March, 2017 by and between the Town of Swampscott, Massachusetts, as represented by the **Swampscott Board of Selectmen** herein called the "Owner" and

---

a corporation organized and existing under the laws of \_\_\_\_\_

a partnership consisting of \_\_\_\_\_

an individual doing business as \_\_\_\_\_

---

hereinafter called the "Contractor".

WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter named agree as follows:

Article 1. SCOPE OF THE WORK: The Contractor shall furnish all of the materials and perform all of the work shown and described in the Contract Documents titled **BLOCKSIDGE FIELD - GRADSTANDS** prepared by Huntress Associates, Inc., acting as and in these Contract Documents entitled the Landscape Architect, and shall do everything required by this Agreement and the Contract Documents.

Article 2. TIME OF COMPLETION: The Contractor hereby agrees to commence work within 10 calendar days (Saturdays, Sundays and legal holidays excluded) from receipt of a written "Notice to Proceed" and to Substantially Complete the Work by August 18, 2017. The parties acknowledge that time is of the essence in the performance of this Contract.

Article 3. THE CONTRACT PRICE: The Owner shall pay the Contractor for the performance of the Work subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the sum of:

---

DOLLARS (\$ \_\_\_\_\_).

Article 4. PAYMENTS: The Owner agrees to pay the Contractor in current funds for the performance of the Contract as provided in the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, as amended by the SUPPLEMENTARY GENERAL CONDITIONS, if any, and by Massachusetts statutes, including General Laws Chapter 30, Section 39K.

Article 5. THE CONTRACT: The following together with this Agreement, form the CONTRACT:

The Record Documents as listed in the Table of Contents, including all instructions, specifications, plans and requirements contained herein.

The Record Drawings as listed on the Contract Drawing coversheet.

Addenda No. \_\_ through \_\_, inclusive.

Modifications issued after the execution of the Contract.

Article 6. REQUIRED TERMS: This Contract shall be considered to include all items required to be included in it by the Massachusetts General Laws, Chapter 30 and 149, as amended, and any applicable other laws, as though such terms were set forth herein.

Article 7. ALTERNATES: The following ALTERNATES have been accepted and the Contract Sum stated in Article 3 of this Agreement includes and has been adjusted to reflect the total cost of each accepted alternate.

<u>Alternate Number</u>	<u>Indicate Accepted or Rejected</u>	<u>Original Bid Value of Alternate</u>
Alternate No. 1		\$
Alternate No. 1		\$

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this Agreement in two (2) counterparts, each of which shall, without proof of accounting for the other counterpart, be deemed an original thereof.

TOWN OF SWAMPSCOTT,  
\_\_\_\_\_

SEAL

CONTRACTOR  
\_\_\_\_\_

Address

By \_\_\_\_\_

Title \_\_\_\_\_

Note: If the Contractor is a corporation, attach Certificate of Vote by Board of Directors stating that the officer signing the contract has the authority of the Corporation to sign contracts binding on the Corporation

COMMONWEALTH OF MASSACHUSETTS

OWNER - CONTRACTOR AGREEMENT  
00 52 13-2

(County) \_\_\_\_\_,

Then personally appeared the above \_\_\_\_\_

the aforesaid \_\_\_\_\_ of \_\_\_\_\_

and acknowledged the foregoing instrument to be the free act and deed of \_\_\_\_\_

\_\_\_\_\_ before me.

My Commission expires: \_\_\_\_\_

Notary Public

END OF SECTION

**CERTIFICATE OF VOTE OF AUTHORIZATION**

\_\_\_\_\_ 20 \_\_\_\_\_

**I hereby certify** that a meeting of the Board of Directors of the:

\_\_\_\_\_  
*(Name of Corporation)*

duly called and held at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_,

at which a quorum was present and acting, it voted that \_\_\_\_\_

*(Name of Corporation Officer)*

of the \_\_\_\_\_, be and hereby is authorized to execute and deliver for  
*(Name of Corporation)*

and on behalf of the Corporation a Contract with the Town of Swampscott, for work to be done on the Blockside Field renovation project in Swampscott, Massachusetts, and to act as Principal to execute bonds in connection therewith, which Contract and Bonds were presented to and made a part of the records of said meeting.

I further certify that \_\_\_\_\_ is duly qualified and acting  
*(Name of Corporation Officer)*

\_\_\_\_\_ of the Corporation and that said vote has not been repealed,  
*(Title)*

rescinded or amended

**A true copy of the record,**

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

**(CORPORATE SEAL)**

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, duly designated by the board of directors and proved to me, through satisfactory evidence of identification, which was \_\_\_\_\_, s/he is the person whose name is signed on the foregoing documents, and acknowledged to me that s/he signed it voluntarily for its stated purpose and that it was her/his free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires on: \_\_\_\_\_

END OF SECTION



SECTION 00 61 13.13  
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_

\_\_\_\_\_

as Principal, and \_\_\_\_\_

\_\_\_\_\_

as Surety, are held and firmly bound unto the Awarding Authority, in the sum of \_\_\_\_\_

\_\_\_\_\_ lawful money of the United States to be paid to the Awarding Authority for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has made a contract with the Awarding Authority bearing the date of

2017, for the construction of \_\_\_\_\_

\_\_\_\_\_ (Project),

Now the condition of this obligation is such that if the Principal shall well and truly keep and perform all the undertakings, covenants, agreement, terms and conditions of said contract and any extensions thereof that may be granted by the Awarding Authority, with or without notice to the Surety, and during the life and any guaranty required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations changes or additions to said contract that may hereafter be made, notice to the Surety of such modifications, alterations, changes or additions being hereby waived, then this obligations shall become null and void; other wise it shall remain in full force and virtue.

In the event that the contract is abandoned by the Contractor, or is terminated by the Awarding Authority, said Surety hereby further agrees that said Surety shall, if requested in writing by the Awarding Authority, take such action as is necessary to complete said Contract.

In witness whereof we hereto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By Principal: \_\_\_\_\_ (Seal)

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

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

Surety Agent: \_\_\_\_\_ (Seal)

Address:

Telephone: \_\_\_\_\_

FORM APPROVED BY AWARDED AUTHORITY:

\_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL  
(PERFORMANCE BOND)

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_  
of the corporation names as Principal in the within bond; that \_\_\_\_\_  
who signed said Bond on behalf of the Principal was then \_\_\_\_\_  
of said corporation and I know his signature and his signature thereon is genuine; and that said Bond was duly  
signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

Signed: \_\_\_\_\_ (Seal)

Date: \_\_\_\_\_, 20\_\_

Rate of Premium on this bond is \$ \_\_\_\_\_ per thousand.

Total Amount of Premium Charge is \$ \_\_\_\_\_.

END OF SECTION

SECTION 00 61 13.16

LABOR AND MATERIAL PAYMENT BOND

Know all men by these presents, that \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

as principal, and \_\_\_\_\_

as surety, are held and firmly bound unto the Awarding Authority in the sum of \_\_\_\_\_

\_\_\_\_\_

lawful money of the United States of America, to be paid to the Awarding Authority, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly b these presents.

Whereas, the said Principal has made a contract with the Awarding Authority under date of \_\_\_\_\_, 2017

for:

Now the conditions of this obligation is such that it the principal shall promptly pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149, Section 29 as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

In witness whereof we hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By Principal: \_\_\_\_\_ (Seal)

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

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

Surety Agent: \_\_\_\_\_ (Seal)

Address:

\_\_\_\_\_  
Telephone: \_\_\_\_\_

FORM APPROVED BY AWARDING AUTHORITY: \_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL  
(LABOR AND MATERIAL BOND)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the corporation named as principal in the within bond; that \_\_\_\_\_  
who signed said Bond on behalf of the Principal was then \_\_\_\_\_  
of said corporation and I know his signature and his signature thereon is genuine; and that said Bond was duly  
signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

Signed: \_\_\_\_\_ (Seal)

Date: \_\_\_\_\_, 2017

Rate of Premium on this bond is \$ \_\_\_\_\_ per thousand.

Total Amount of Premium Charge is \$ \_\_\_\_\_.

END OF SECTION

# AIA DOCUMENT A201-1997

## General Conditions of the Contract for Construction

### GENERAL INFORMATION

**PURPOSE.** AIA Document A201-1997, a general conditions form, is intended to be used as one of the contract documents forming the construction contract. In addition, it is frequently adopted by reference into a variety of other agreements, including the Owner-Architect agreements and the Contractor-Subcontractor agreements, to establish a common basis for the primary and secondary relationships on the typical construction project.

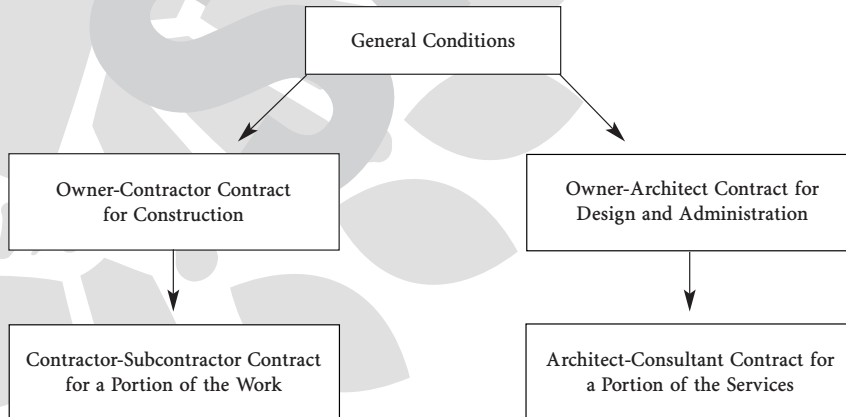
**RELATED DOCUMENTS.** A201-1997 is incorporated by reference into two AIA Owner-Contractor agreements (A101-1997 and A111-1997), the A401-1997 Contractor-Subcontractor agreement and several AIA Owner-Architect agreements (for example, B141-1997 and B151-1997). It is also incorporated by reference into two design-build agreements (A491-Part 2 and B901-Part 2) and two Owner-Construction Manager/constructor agreements (A121/CMc-Part 2 and A131/CMc-Part 2). A201-1997 may be adopted by indirect reference when the prime Agreement between the Owner and Architect adopts A201-1997 and is in turn adopted into Architect-Consultant agreements such as AIA Documents C141-1997 and C142-1997. Such incorporation by reference is a valid legal drafting method, and documents so incorporated are generally interpreted as part of the respective contract.

The Contract Documents, including A201-1997, record the Contract for Construction between the Owner and the Contractor. The other Contract Documents are:

- Owner-Contractor Agreement Form (e.g., A101-1997 or A111-1997)
- Supplementary Conditions
- Drawings
- Specifications
- Modifications

Although the AIA does not produce standard documents for Supplementary Conditions, Drawings or Specifications, a variety of model and guide documents are available, including AIA's MASTERSPEC and AIA Document A511, Guide for Supplementary Conditions.

The A201-1997 document is considered the keystone document coordinating the many parties involved in the construction process. As mentioned above and diagrammed below, it is a vital document used to allocate the proper legal responsibilities of the parties.



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On construction projects, hundreds of contractual relationships are created between owners, architects, architects' consultants, contractors, subcontractors, sub-subcontractors, and others down through the multiple tiers of participants. If custom-crafted agreements were written in isolation for each of those contractual relationships, the problems of overlaps and gaps in the numerous participants' responsibilities could lead to mass confusion and chaos. To prevent and solve this problem, the construction industry commonly uses standardized general conditions, such as AIA Document A201-1997, for coordinating those many relationships on the project by its adoption into each contract. AIA expends a great deal of time and resources in the development of A201 and its other documents to provide four types of linkages in the tiers of legal relationships. In addition to adoption of A201 into each agreement, related AIA documents are crafted with common phrasing, uniform definitions and a consistent, logical allocation of responsibilities down through the tiers of relationships. Together these documents are known as the A201 Family of Documents, and are listed below:

A101-1997, Standard Form of Agreement Between Owner and Contractor (Stipulated Sum)  
A111-1997, Standard Form of Agreement Between Owner and Contractor (Cost Plus Fee, with GMP)  
A401-1997, Standard Form of Agreement Between Contractor and Subcontractor  
A511, Guide for Supplementary Conditions  
A701-1997, Instructions to Bidders  
B141-1997, Standard Form of Agreement Between Owner and Architect  
B151-1997, Abbreviated Standard Form of Agreement Between Owner and Architect  
B511, Guide for Amendments to AIA Owner-Architect Agreements  
C141-1997, Standard Form of Agreement Between Architect and Consultant  
C142-1997, Abbreviated Standard Form of Agreement Between Architect and Consultant

The AIA publishes other General Conditions that parallel A201-1997 for the construction management-adviser family of documents (AIA Document A201/CMA) and the interiors family of documents (AIA Document A271).

**DISPUTE RESOLUTION—MEDIATION AND ARBITRATION.** This document contains provisions for mediation and arbitration of claims and disputes. Mediation is a non-binding process, but is mandatory under the terms of this document. Arbitration is mandatory under the terms of this document and binding in most states and under the Federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable but the parties may agree to arbitrate after the dispute arises. Even in those states, under certain circumstances (for example, in a transaction involving interstate commerce), arbitration provisions may be enforceable under the Federal Arbitration Act.

The AIA does not administer dispute resolution processes. To submit disputes to mediation or arbitration or to obtain copies of the applicable mediation or arbitration rules, write to the American Arbitration Association or call (800) 778-7879. The American Arbitration Association also may be contacted at <http://www.adr.org>.

**WHY USE AIA CONTRACT DOCUMENTS?** AIA contract documents are the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. The documents reflect actual industry practices, not theory. They are state-of-the-art legal documents, regularly revised to keep up with changes in law and the industry—yet they are written, as far as possible, in everyday language. Finally, AIA contract documents are flexible: they are intended to be modified to fit individual projects, but in such a way that modifications are easily distinguished from the original, printed language.

For further information on AIA's approach to drafting contract documents, see AIA Document M120, Document Drafting Principles.

**USE OF NON-AIA FORMS.** If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent among documents.

**STANDARD FORMS.** Most AIA documents published since 1906 have contained in their titles the words "Standard Form." The term "standard" is not meant to imply that a uniform set of contractual requirements is mandatory for AIA members or others in the construction industry. Rather, the AIA standard documents are intended to be used as fair and balanced baselines from which the parties can negotiate their bargains. As such, the documents have won general acceptance within the construction industry and have been uniformly interpreted by the courts. Within an industry spanning 50 states—each free to adopt different, and perhaps contradictory, laws affecting that industry—AIA documents form the basis for a generally consistent body of construction law.

**USE OF CURRENT DOCUMENTS.** Prior to using any AIA document, the user should consult an AIA component chapter or a current AIA Documents Price List to determine the current edition of each document.



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This document may not be reproduced for Project Manuals. Rather, if a user wishes to include it as an example in a Project Manual, the normal practice is to purchase a quantity of the original forms and bind one in each of the Project Manuals. Modifications may be accomplished through the use of separate Supplementary Conditions, such as those derived from AIA Document A511.

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#### **CHANGES FROM THE PREVIOUS EDITION.**

AIA Document A201-1997 revises the 1987 edition of A201 to reflect changes in construction industry practices and the law. Comments and assistance in this revision were received from numerous individuals and organizations, including those representing owners, architects, engineers, specifiers, general contractors, subcontractors, independent insurance agents, sureties, attorneys and arbitrators.

A number of substantial changes have been made to the A201-1997 document. The principal changes are described below.

**ARTICLE 1:** Protection of rights in Drawings, Specifications and other documents is now specifically extended to those of the Architect's consultants, and includes documents in electronic form.

**ARTICLE 2:** The Owner is required to designate a representative empowered to act for the Owner on the Project. The Contractor is entitled to rely on the accuracy and completeness of information furnished by the Owner.

**ARTICLE 3:** Procedures are given for Contractor's review of field conditions and for review of instructions in the Contract Documents regarding construction means and methods. The rights and responsibilities of the parties with respect to incidental design by the Contractor are set out in detail.

**ARTICLE 4:** Mediation is included as a precursor to arbitration. The Owner and Contractor waive consequential damages (i.e., indirect damages) arising out of the Contract.

**ARTICLE 7:** Amounts not in dispute under a Construction Change Directive must be included in Applications for Payment. Interim determinations as to amounts still in dispute will be made by the Architect.

**ARTICLE 9:** In the absence of a payment bond in the full amount of the contract sum, payments received by the Contractor for the Work of subcontractors are held by the Contractor for the subcontractors. Release of retainage on completed Work is required at substantial completion.

**ARTICLE 10:** Hazardous materials provisions have been expanded to cover materials other than asbestos and PCB, and indemnification of the Contractor under these provisions has been extended to cover remediation costs.

**ARTICLE 11:** Project Management Protective Liability insurance, covering risks of the Owner, Contractor and Architect, is now an option for the parties to the Contract.

**ARTICLE 12:** If, during the correction period, the Owner discovers Work that is not in accordance with the Contract Documents, the Owner must notify the Contractor. Failure to do so results in a waiver of the Owner's rights under the correction of Work and warranty provisions.

**ARTICLE 13:** The Owner is permitted to assign the Contract to the lender without consent of the Contractor.

**ARTICLE 14:** The Owner is permitted to terminate the Contract for convenience, with appropriate payment to the Contractor.

#### **USING THE A201-1997 FORM**

**MODIFICATIONS.** Users are encouraged to consult an attorney before completing an AIA document. Particularly with respect to contractor's licensing laws, duties imposed by building codes, interest charges, arbitration and indemnification, this document may require modification with the assistance of legal counsel to fully comply with state or local laws regulating these matters.

Generally, necessary modifications to the General Conditions may be accomplished by Supplementary Conditions included in the Project Manual and referenced in the Owner-Contractor Agreement. See AIA Document A511, Guide for Supplementary Conditions, for model provisions and suggested format for the Supplementary Conditions.



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Because A201-1997 is designed for general usage, it does not provide all the information and legal requirements needed for a specific Project and location. Necessary additional requirements must be provided in the other Contract Documents, such as the Supplementary Conditions. Consult AIA Document A521, Uniform Location of Subject Matter, to determine the proper location for such additional stipulations.

It is definitely not recommended practice to retype the standard document. Besides being a violation of copyright, retyping can introduce typographical errors and cloud the legal interpretation given to a standard clause when blended with modifications, thereby eliminating one of the principal advantages of standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more confidently and fairly measure their risks.



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1997 EDITION

## AIA DOCUMENT A201-1997

### General Conditions of the Contract for Construction

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document has been approved and endorsed by The Associated General Contractors of America.



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## **ARTICLE 1 GENERAL PROVISIONS**

### **1.1 BASIC DEFINITIONS**

#### **1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

#### **1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

#### **1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **1.1.7 THE PROJECT MANUAL**

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

### **1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are



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complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**1.2.3** Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **1.3 CAPITALIZATION**

**1.3.1** Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Architects.

### **1.4 INTERPRETATION**

**1.4.1** In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **1.5 EXECUTION OF CONTRACT DOCUMENTS**

**1.5.1** The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

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

### **1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

**1.6.1** The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect’s consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect’s consultants, and unless otherwise indicated the Architect and the Architect’s consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor’s record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect’s consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect’s consultants appropriate to and for use in



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the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

## **ARTICLE 2 OWNER**

### **2.1 GENERAL**

**2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Subparagraph 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**2.1.2** The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**2.2.1** The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**2.2.2** Except for permits and fees, including those required under Subparagraph 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**2.2.3** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**2.2.4** Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

**2.2.5** Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

### **2.3 OWNER'S RIGHT TO STOP THE WORK**

**2.3.1** If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in



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accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

#### **2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

**2.4.1** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

### **ARTICLE 3 CONTRACTOR**

#### **3.1 GENERAL**

**3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

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

#### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**3.2.1** Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

**3.2.2** Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.



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**3.2.3** If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

**3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

**3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **3.4 LABOR AND MATERIALS**

**3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**3.4.2** The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

**3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

### **3.5 WARRANTY**

**3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract



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Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **3.6 TAXES**

**3.6.1** The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **3.7 PERMITS, FEES AND NOTICES**

**3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

**3.7.2** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

**3.7.3** It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

**3.7.4** If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **3.8 ALLOWANCES**

**3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**3.8.2** Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect
  - (1) the difference between actual costs and the allowances under Clause 3.8.2.1 and
  - (2) changes in Contractor's costs under Clause 3.8.2.2.

**3.8.3** Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.



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### **3.9 SUPERINTENDENT**

**3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

### **3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**3.10.2** The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

**3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **3.11 DOCUMENTS AND SAMPLES AT THE SITE**

**3.11.1** The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

### **3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**3.12.3** Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

**3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by



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the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

**3.12.6** By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

**3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice the Architect's approval of a resubmission shall not apply to such revisions.

**3.12.10** The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.



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### **3.13 USE OF SITE**

**3.13.1** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **3.14 CUTTING AND PATCHING**

**3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

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

### **3.15 CLEANING UP**

**3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

**3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

### **3.16 ACCESS TO WORK**

**3.16.1** The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### **3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

**3.17.1** The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **3.18 INDEMNIFICATION**

**3.18.1** To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be



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construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

**3.18.2** In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### **ARTICLE 4 ADMINISTRATION OF THE CONTRACT**

##### **4.1 ARCHITECT**

**4.1.1** The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

**4.1.2** Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

**4.1.3** If the employment of the Architect is terminated, the Owner shall employ a new Architect against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

##### **4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

**4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Paragraph 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

**4.2.2** The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.

**4.2.3** The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.



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**4.2.4 Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

**4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**4.2.6** The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**4.2.7** The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

**4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

**4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor.



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The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

**4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

**4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

### **4.3 CLAIMS AND DISPUTES**

**4.3.1** **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

**4.3.2** **Time Limits on Claims.** Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

**4.3.3** **Continuing Contract Performance.** Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**4.3.4** **Claims for Concealed or Unknown Conditions.** If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.



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**4.3.5 Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6.

**4.3.6** If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

**4.3.7 CLAIMS FOR ADDITIONAL TIME**

**4.3.7.1** If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

**4.3.7.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

**4.3.8 Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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

**4.3.10 Claims for Consequential Damages.** The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Subparagraph 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

**4.4 RESOLUTION OF CLAIMS AND DISPUTES**

**4.4.1 Decision of Architect.** Claims, including those alleging an error or omission by the Architect but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a



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condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

**4.4.2** The Architect will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

**4.4.3** In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

**4.4.4** If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

**4.4.5** The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration.

**4.4.6** When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

**4.4.7** Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**4.4.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Architect, by mediation or by arbitration.

#### **4.5 MEDIATION**

**4.5.1** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided in Subparagraphs 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be



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subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

**4.5.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**4.5.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### **4.6 ARBITRATION**

**4.6.1** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 4.5.

**4.6.2** Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

**4.6.3** A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

**4.6.4 Limitation on Consolidation or Joinder.** No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.



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**4.6.5 Claims and Timely Assertion of Claims.** The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**4.6.6 Judgment on Final Award.** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## **ARTICLE 5 SUBCONTRACTORS**

### **5.1 DEFINITIONS**

**5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

**5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

**5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**5.2.4** The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

### **5.3 SUBCONTRACTUAL RELATIONS**

**5.3.1** By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the



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Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

**5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- 1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- 2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

**5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

### **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

#### **6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.

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

**6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

**6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the



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Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

## **6.2 MUTUAL RESPONSIBILITY**

**6.2.1** The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**6.2.3** The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

**6.2.4** The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

**6.2.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Subparagraph 3.14.

## **6.3 OWNER'S RIGHT TO CLEAN UP**

**6.3.1** If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **7.1 GENERAL**

**7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

**7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.



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## **7.2 CHANGE ORDERS**

**7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

- 1 change in the Work;
- 2 the amount of the adjustment, if any, in the Contract Sum; and
- 3 the extent of the adjustment, if any, in the Contract Time.

**7.2.2** Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

## **7.3 CONSTRUCTION CHANGE DIRECTIVES**

**7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

**7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- 1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2 unit prices stated in the Contract Documents or subsequently agreed upon;
- 3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 4 as provided in Subparagraph 7.3.6.

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

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

**7.3.6** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- 1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- 2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- 3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;



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- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 additional costs of supervision and field office personnel directly attributable to the change.

**7.3.7.** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**7.3.8** Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

**7.3.9** When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

**7.4 MINOR CHANGES IN THE WORK**

**7.4.1** The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

**ARTICLE 8 TIME**

**8.1 DEFINITIONS**

**8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**8.1.2** The date of commencement of the Work is the date established in the Agreement.

**8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 9.8.

**8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**8.2 PROGRESS AND COMPLETION**

**8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given



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by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

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

### **8.3 DELAYS AND EXTENSIONS OF TIME**

**8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

**8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

**8.3.3** This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **9.1 CONTRACT SUM**

**9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **9.2 SCHEDULE OF VALUES**

**9.2.1** Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### **9.3 APPLICATIONS FOR PAYMENT**

**9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

**9.3.1.1** As provided in Subparagraph 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**9.3.1.2** Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.



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**9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### **9.4 CERTIFICATES FOR PAYMENT**

**9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

**9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's



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opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph 3.3.2, because of:

- 1 defective Work not remedied;
- 2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- 3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- 4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 5 damage to the Owner or another contractor;
- 6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- 7 persistent failure to carry out the Work in accordance with the Contract Documents.

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

#### **9.6 PROGRESS PAYMENTS**

**9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**9.6.2** The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**9.6.4** Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

**9.6.5** Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

**9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.



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## **9.7 FAILURE OF PAYMENT**

**9.7.1** If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## **9.8 SUBSTANTIAL COMPLETION**

**9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## **9.9 PARTIAL OCCUPANCY OR USE**

**9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Clause 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and



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have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

#### **9.10 FINAL COMPLETION AND FINAL PAYMENT**

**9.10.1** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that



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portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

**9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

**10.1.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### **10.2 SAFETY OF PERSONS AND PROPERTY**

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**10.2.2** The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

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

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

**10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.



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**10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**10.2.7** The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

### **10.3 HAZARDOUS MATERIALS**

**10.3.1** If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

**10.3.2** The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

**10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Subparagraph 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

**10.4** The Owner shall not be responsible under Paragraph 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

**10.5** If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

### **10.6 EMERGENCIES**

**10.6.1** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or



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extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

## **ARTICLE 11 INSURANCE AND BONDS**

### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

**11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 claims for bodily injury or property damage arising out of completed operations; and
- .8 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

**11.1.2** The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

**11.1.3** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

### **11.2 OWNER'S LIABILITY INSURANCE**

**11.2.1** The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### **11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE**

**11.3.1** Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner



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shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Clauses 11.1.1.2 through 11.1.1.5.

**11.3.2** To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

**11.3.3** The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability Insurance coverage under Paragraph 11.1.

#### **11.4 PROPERTY INSURANCE**

**11.4.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**11.4.1.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

**11.4.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

**11.4.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**11.4.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**11.4.1.5** Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial



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occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**11.4.2 Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

**11.4.3 Loss of Use Insurance.** The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**11.4.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**11.4.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**11.4.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Paragraph 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

**11.4.7 Waivers of Subrogation.** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Paragraph 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.



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**11.4.8** A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**11.4.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.6. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

**11.4.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Paragraphs 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

#### **11.5 PERFORMANCE BOND AND PAYMENT BOND**

**11.5.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

**11.5.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **12.1 UNCOVERING OF WORK**

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

**12.1.2** If a portion of the Work has been covered which the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.



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## **12.2 CORRECTION OF WORK**

### **12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

**12.2.1.1** The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

### **12.2.2 AFTER SUBSTANTIAL COMPLETION**

**12.2.2.1** In addition to the Contractor's obligations under Paragraph 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Paragraph 2.4.

**12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

**12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

**12.2.3** The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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

**12.2.5** Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.



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## ARTICLE 13 MISCELLANEOUS PROVISIONS

### 13.1 GOVERNING LAW

13.1.1 The Contract shall be governed by the law of the place where the Project is located.

### 13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Subparagraph 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### 13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

### 13.4 RIGHTS AND REMEDIES

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

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

### 13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Subparagraph 13.5.3, shall be at the Owner's expense.



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**13.5.3** If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

**13.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**13.5.5** If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**13.5.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **13.6 INTEREST**

**13.6.1** Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

### **13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

**13.7.1** As between the Owner and Contractor:

- 1** Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- 2** Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- 3** After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.



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## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14.1 TERMINATION BY THE CONTRACTOR**

**14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- 1** issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- 2** an act of government, such as a declaration of national emergency which requires all Work to be stopped;

- 3 because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- 4 the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Subparagraph 2.2.1.

**14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**14.1.3** If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

**14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.3.

## **14.2 TERMINATION BY THE OWNER FOR CAUSE**

**14.2.1** The Owner may terminate the Contract if the Contractor:

- 1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- 3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- 4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**14.2.2** When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- 1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- 3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**14.2.3** When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.



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GENERAL CONDITIONS  
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Washington, D.C. 20006-5292

**14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

**14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

**14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

**14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.



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9/97



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## SUPPLEMENTARY GENERAL CONDITIONS

### I. THE GENERAL CONDITIONS

The "General Conditions of the Contract for Construction", AIA Document A201, Fifteenth Edition (1997), Articles 1 through 14 inclusive, is a part of this contract.

### II. THE SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify, delete and/or add to the General Conditions. Where any Article, Paragraph or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such Article, Paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any Article, Paragraph, or subparagraph in the General Conditions is amended, voided or superseded by any of the following paragraphs, the provisions of such Article, Paragraph or subparagraph not so amended, voided, or superseded shall remain in effect

Paragraphs or subparagraphs marked with an asterisk (\*) are required by or are intended to be consistent with the requirements of Massachusetts statutes governing public construction contracts in the Commonwealth of Massachusetts (referred to in such paragraphs or subparagraphs as the "Commonwealth"). Any other provisions required by statute to be included herein shall be deemed to be so included. In addition, the Owner and Contractor recognize that other rights, duties and obligations with respect to public construction contracts are provided for by statute, notwithstanding the fact that they are not provided for in the Contract Documents. In case of conflict between the asterisked provisions and other provisions of the Contract Documents, the asterisked provisions shall govern. In case of conflict between the provisions of the Contract Documents and the provisions of any applicable statute, the statutory provisions shall govern. Where the term "awarding authority" appears in any asterisked provision, it shall mean the Owner.

### III. MODIFICATIONS TO VARIOUS ARTICLES OF THE AIA GENERAL CONDITIONS

#### ARTICLE I. GENERAL PROVISIONS

##### 1.1.1 Add the following at the end of subparagraph I.I.I

In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Modifications
Second Priority:	Agreement
Third Priority:	Addenda -- later date to take precedence
Fourth Priority:	Supplementary General Conditions
Fifth Priority:	General Conditions
Sixth Priority:	Drawings and Specifications

#### ARTICLE 4. ADMINISTRATION OF THE CONTRACT

##### 4.1.1 Change Subparagraph 4.1.1 to read as follows:

The Architect is the person for this Project licensed to practice architecture and/or landscape architecture identified as such in the Agreement and is referred to throughout the contract documents as if singular in number. The term "Architect" means Architect

and/or Landscape Architect or the Architect's and/or Landscape Architect's authorized representative wherever the term "Architect" shall appear in the Agreement.

4.4 RESOLUTION OF CLAIMS AND DISPATCHES

4.4.1 Delete the word mediation in line 4.

4.4.5 Delete line 4 and substitute the following:

the parties, but subject to arbitration or litigation

4.4.6 Delete the words mediation and in line 2 and insert after the word arbitration the words or litigation.

4.5 MEDIATION

4.5.1 Delete Subparagraph 4.5.1.

4.5.2 Delete Subparagraph 4.5.2.

4.5.3 Delete Subparagraph 4.5.2.

4.6 ARBITRATION

4.6.1 Delete the last sentence.

4.6.2 Delete the words not resolved by mediation in line 1.

4.6.3 At the end of Subparagraph 4.6.3 add the following:

In any such arbitration in which the amount stated in the demand is \$100,000 or less, the American Arbitration Association shall appoint a single arbitrator in accordance with such Rules, who shall be a lawyer who is a partner in a private law firm with ten or more partners. In any such arbitration in which the amount stated in the demand is in excess of \$100,000, the demand shall include the name of an arbitrator appointed by the claimant. The respondent shall appoint a second arbitrator, and shall notify the claimant in writing of such appointment, within thirty days of receipt of the demand, failing which the matter shall be decided by the arbitrator named in the claimant's demand. Within thirty days after the claimant's receipt of notice of the appointment of the second arbitrator, the two arbitrators shall appoint a neutral arbitrator and shall notify the parties in writing of such appointment, failing which either party may apply to the American Arbitration Association to appoint such neutral arbitrator. If such neutral arbitrator is appointed by the American Arbitration Association, he or she shall be a lawyer who is a partner in a private law firm with ten or more partners.

If the neutral arbitrator is appointed by the American Arbitration Association, the said Association shall administer the arbitration and the Construction Industry Arbitration Rules shall govern all aspects of the proceeding including the enforcement of any award. If the neutral arbitrator is not appointed by the American Arbitration Association then the panel of arbitrators shall act as the administrator of the administration but the Construction Industry Arbitration Rules of the Association shall nonetheless govern all aspects of the proceeding, including the enforcement of any award, provided however that the arbitration panel shall have all of the powers and duties conferred on the Association pursuant to said rules.

In addition, the following rules shall govern the selection of arbitrators and the proceedings:

Neither party may appoint as arbitrator an employee or an owner of that party, nor the parent, spouse or child of an employee or owner of that party.

After the neutral arbitrator has been appointed, neither party may engage in ex parte communication with the arbitrator appointed by that party.

Notwithstanding any provision contained in this Paragraph or elsewhere in the Contract Documents, the Owner reserves the following rights in connection with Claims and disputes between the Owner and the Contractor, which rights may be exercised by the Owner unilaterally and in the Owner's sole discretion:

- .1 the right to institute legal action against the Contractor in any court of competent jurisdiction in lieu of demanding arbitration pursuant to this Paragraph, in which case the dispute or disputes which are the subject of such action shall be decided by such court, and not by arbitration;
- .2 the right to obtain from any court of competent jurisdiction a stay of any arbitration instituted by the Contractor, provided that the application for such stay is made before the appointment of the neutral arbitrator in such arbitration, in which case the dispute or disputes which are the subject of such arbitration shall be decided by such court, and not by arbitration;
- .3 the right to require the Contractor to join as a party in any arbitration between the Owner and the Architect relating to the Project, in which case the Contractor agrees to be bound by the decision of the arbitrator or arbitrators in such arbitration.

In case the Owner elects to proceed in accordance with 4.6.3 above, the word "litigation" shall be deemed to replace the word "arbitration" wherever the latter word appears in the Contract Documents.

END OF SECTION

SECTION 00 83 12

COMMONWEALTH OF MASSACHUSETTS CONTRACT CLAUSES,  
WAGE RATES, LABOR STANDARDS & STATEMENT OF COMPLIANCE

PART 1 - GENERAL

1.01 GENERAL

1. All provisions of the Contract Documents shall be subject to all applicable provisions of law, including, without limitation, the Commonwealth of Massachusetts statutes indicated below. The Contractor shall recognize that other duties and obligations are required by statutes which may not be provided herein, but must be considered and made a part of this Contract. Incorrect citations of statutes in this Section shall not relieve the Contractor of its obligations under law. In case of a conflict between the Contract Documents and applicable statutes, the provisions of the statutes shall govern.

1.02 PROVISIONS INCORPORATED BY REFERENCE

1. The statutes incorporated by reference include, but are not limited to, the following:

Chapter 30, Section 39Fa-h (payment to subcontractors)  
Chapter 30, Section 39I (deviations)  
Chapter 30, Section 39J (decision by contracting body)  
Chapter 30, Section 39K (payment to contractors)  
Chapter 30, Section 39L (foreign corporations)  
Chapter 30, Section 39M equality of materials  
Chapter 30, Section 39N subsurface conditions  
Chapter 30, Section 39P decisions on interpretations  
Chapter 30, Section 39O (price adjustments and delays)  
Chapter 30, Section 39R b (six year record keeping)  
Chapter 30, Section 39R c (statement of management)  
Chapter 30, Section 39R d (yearly audit)  
Chapter 44, Section 31 c (auditor's certification)  
Chapter 62C, Section 49A b (tax compliance certification)  
Chapter 149, Section 26 (prevailing wage requirements)  
Chapter 149, Section 27 (prevailing wage posting at job site)  
Chapter 149, Section 34 (8 hour day)  
Chapter 149, Section 34A (workmen's compensation)  
And other applicable laws.

1.03 LABOR PROVISIONS



1. Freedom of Lodging, Boarding, and Trading: Every person employed by the Contractor or Subcontractors in performing the work under this Contract shall lodge, board and trade where and with whom he elects, and it shall not be directly or indirectly required as a condition of employment that an employee shall lodge, board, or trade at a particular place or with a particular person, in accordance with M.G.L., Chapter 149, Section 25.
2. Employment Preferences: In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers by the Contractor and Subcontractors, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment, who are veterans as defined in Clause 43 of M.G.L., Chapter 4, Section 7, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, in accordance with M.G.L., Chapter 149, Section 226.
3. Overtime: No laborer, workman, mechanic, foreman or inspector working in the employment of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract, shall be required or permitted to work any more than eight hours in any one day, or more than forty-eight hours in any one week, except in cases of emergency.
4. Wage Rates: The minimum rates of wages of be paid mechanics and apprentices, chauffeurs, teamsters and laborers shall be set forth in the schedule of rates of wages determined by the Commissioner of Labor and Industry, which schedule if appended to this Section and made a part of the Contract, in accordance with and subject to the provisions of M.G.L. Chapter 149, Section 26.
  1. Wage Determination Schedule: A Wage Determination Schedule, provided to the Landscape Architect and the Owner by governmental authorities, is appended to this Section. The Landscape Architect and the Awarding Authority do not guarantee the accuracy of the schedule, and every bidder and contractor shall be responsible for ascertaining the prevailing wages in the area where the work will be performed.
  2. Statement of Compliance: The Contractor and each Subcontractor shall furnish to the Commissioner of Labor and Industries and to the Awarding Authority, within fifteen days after completion of its portion of the work, fully completed and certified copies of the attached "Statement of Compliance" certifying compliance with wage and benefit provisions of M.G.L. Chapter 149, Section 26 and 27. A copy of the "Statement of Compliance" is appended to this Section.
  3. Records: Every Contractor and Subcontractor working under the terms of any contract for construction on this project shall file weekly payroll records with the Awarding Authority

in the form described in M.G.L. Chapter 149, Section 27B in accordance with M.G.L. Chapter 149, Sections 26 and 27B, and 603 CMR 38.03 (2) k.

5. **Payment Insurance:** In accordance with M.G.L. Chapter 149, Section 34A, the Contractor shall, before commencing performance of the Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 to all persons to be employed under the Contract, and the Contractor shall continue such insurance in full force and effect during the term of the Contract. Sufficient proof of compliance with this Section must be furnished at the time of execution of this Contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of Contract and shall operate as an immediate termination thereof. The attention of the Contractor is directed to that portion of M.G.L. Chapter 149, Section 34A, which provides that whoever violates any of its provisions shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any Contractor who violates any provision of this Section shall be prohibited from contracting, directly or indirectly, with the Commonwealth or any political sub-division thereof for the construction, alternation, 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
6. **Pay for Police Officers:** The Contractor shall pay to any reserve police officer employed by him the prevailing rate of wage paid to regular police officers, as required by M.G.L. Chapter 149, Section 34B.

#### 1.04 EQUAL EMPLOYMENT OPPORTUNITY

1. The Contractor and each Subcontractor shall comply with all applicable Local, State, and Federal laws and regulations regarding equal employment opportunity and with the provisions of the following:
  1. Governor's "Executive Order No. 74", dated July 20, 1970, entitled the "Governors Code of Fair Practices", as amended by the Governor's "Executive Order No. 116", dated May 1, 1975.
  2. The Fair Employment Practices Law of the Commonwealth, Chapter 151B of the General Laws of Massachusetts, as amended.
  3. The rules and regulations of the Massachusetts Commission Against Discrimination, as in force at the date of the Contract.
2. **Equal Employment Plan:** Implement an effective affirmative action plan to assure equal employment opportunity throughout the performance of work on this project. Do not discriminate against any employee or applicant for employment because of race, color, sex,

religion, age, or national origin. Affirmative action equal employment opportunity plan shall apply to, but not be limited to, the following.

1. Employment, upgrading, demotion, or transfer.
  2. Recruitment or recruitment advertising.
  3. Layoff or termination.
  4. Rates of pay or other forms of compensation.
  5. Selection for training, including apprenticeship.
3. Employment Advertisements: State in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, age, or national origin.
  4. Referral Notices: Direct special effort toward the recruitment of minority workers through unions and through referral agencies representing the minority community.
  5. Advising Labor Unions: Send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding , a notice advising the labor union or worker's representative of the Contractor's commitment to equal employment opportunity.
  6. Posting: Post copies of equal opportunity employment notices in conspicuous places available to employees and applicants for employment and post notices setting forth the provisions of this non-discrimination clause.

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FORM OF STATEMENT OF WAGE RATE COMPLIANCE

Date: \_\_\_\_\_, 2017

I, (insert name and title of signatory party) \_\_\_\_\_

do hereby state: That I pay or supervise the payment of the persons employed by (insert name of Contractor  
or Subcontractor) \_\_\_\_\_

on the Project (insert name of project) \_\_\_\_\_

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been  
paid in accordance with wages determined under the provisions of Sections 26 and 27 of Chapter 149 of the  
Massachusetts General Laws.

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

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

This statement is signed under penalties of perjury as provided for under M.G.L. Chapter 149, Section 27B.

END OF SECTION



**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**

RONALD L. WALKER, II  
Secretary

WILLIAM D MCKINNEY  
Director

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

**Awarding Authority:** Town of Swampscott

**Contract Number:** **City/Town:** SWAMPSCOTT

**Description of Work:** Blocksidge Field - Renovation of the existing athletic field, including new synthetic turf surface, grandstand, sports lighting and associated site improvements.

**Job Location:** 601 Humphrey Street Swampscott, MA 01907

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.29	\$9.80	\$19.23	\$0.00	\$117.32
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2016	\$33.90	\$11.50	\$7.10	\$0.00	\$52.50
	06/01/2017	\$34.90	\$11.50	\$7.10	\$0.00	\$53.50
	12/01/2017	\$35.90	\$11.50	\$7.10	\$0.00	\$54.50
	06/01/2018	\$36.90	\$11.50	\$7.10	\$0.00	\$55.50
	12/01/2018	\$37.90	\$11.50	\$7.10	\$0.00	\$56.50
	06/01/2019	\$38.90	\$11.50	\$7.10	\$0.00	\$57.50
	12/01/2019	\$39.90	\$11.50	\$7.10	\$0.00	\$58.50
	06/01/2020	\$40.90	\$11.50	\$7.10	\$0.00	\$59.50
	12/01/2020	\$41.90	\$11.50	\$7.10	\$0.00	\$60.50
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2016	\$41.62	\$6.97	\$16.21	\$0.00	\$64.80
	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - BOILERMAKER - Local 29**

**Effective Date - 01/01/2016**

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

**Effective Date - 01/01/2017**

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

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2016	\$50.76	\$10.18	\$19.22	\$0.00	\$80.16
BRICKLAYERS LOCAL 3 (LYNN)	02/01/2017	\$51.33	\$10.18	\$19.22	\$0.00	\$80.73

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

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

**Effective Date - 08/01/2016**

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

**Effective Date - 02/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.67	\$10.18	\$19.22	\$0.00	\$55.07
2	60	\$30.80	\$10.18	\$19.22	\$0.00	\$60.20
3	70	\$35.93	\$10.18	\$19.22	\$0.00	\$65.33
4	80	\$41.06	\$10.18	\$19.22	\$0.00	\$70.46
5	90	\$46.20	\$10.18	\$19.22	\$0.00	\$75.60

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$37.95	\$7.45	\$14.00	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.80	\$7.45	\$14.00	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.80	\$7.45	\$14.00	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2016	\$37.80	\$9.90	\$17.00	\$0.00	\$64.70
	03/01/2017	\$38.77	\$9.90	\$17.00	\$0.00	\$65.67
	09/01/2017	\$39.78	\$9.90	\$17.00	\$0.00	\$66.68
	03/01/2018	\$40.78	\$9.90	\$17.00	\$0.00	\$67.68
	09/01/2018	\$41.82	\$9.90	\$17.00	\$0.00	\$68.72
	03/01/2019	\$42.85	\$9.90	\$17.00	\$0.00	\$69.75



**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - CARPENTER - Zone 2 Eastern MA**

**Effective Date - 09/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.90	\$9.90	\$1.63	\$0.00	\$30.43
2	60	\$22.68	\$9.90	\$1.63	\$0.00	\$34.21
3	70	\$26.46	\$9.90	\$12.11	\$0.00	\$48.47
4	75	\$28.35	\$9.90	\$12.11	\$0.00	\$50.36
5	80	\$30.24	\$9.90	\$13.74	\$0.00	\$53.88
6	80	\$30.24	\$9.90	\$13.74	\$0.00	\$53.88
7	90	\$34.02	\$9.90	\$15.37	\$0.00	\$59.29
8	90	\$34.02	\$9.90	\$15.37	\$0.00	\$59.29

**Effective Date - 03/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.39	\$9.90	\$1.63	\$0.00	\$30.92
2	60	\$23.26	\$9.90	\$1.63	\$0.00	\$34.79
3	70	\$27.14	\$9.90	\$12.11	\$0.00	\$49.15
4	75	\$29.08	\$9.90	\$12.11	\$0.00	\$51.09
5	80	\$31.02	\$9.90	\$13.74	\$0.00	\$54.66
6	80	\$31.02	\$9.90	\$13.74	\$0.00	\$54.66
7	90	\$34.89	\$9.90	\$15.37	\$0.00	\$60.16
8	90	\$34.89	\$9.90	\$15.37	\$0.00	\$60.16

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

CEMENT MASONRY/PLASTERING	07/01/2016	\$44.69	\$12.20	\$19.33	\$1.30	\$77.52
BRICKLAYERS LOCAL 3 (LYNN)	01/01/2017	\$45.67	\$12.20	\$19.41	\$1.30	\$78.58
	07/01/2017	\$46.30	\$12.20	\$19.41	\$1.30	\$79.21
	01/01/2018	\$46.54	\$12.20	\$19.41	\$1.30	\$79.45
	07/01/2018	\$46.79	\$12.20	\$19.41	\$1.30	\$79.70
	01/01/2019	\$47.03	\$12.20	\$19.41	\$1.30	\$79.94
	07/01/2019	\$47.27	\$12.20	\$19.41	\$1.30	\$80.18
	01/01/2020	\$47.52	\$12.20	\$19.41	\$1.30	\$80.43

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

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

**Effective Date - 07/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.35	\$12.20	\$12.33	\$0.00	\$46.88
2	60	\$26.81	\$12.20	\$14.33	\$1.30	\$54.64
3	65	\$29.05	\$12.20	\$15.33	\$1.30	\$57.88
4	70	\$31.28	\$12.20	\$16.33	\$1.30	\$61.11
5	75	\$33.52	\$12.20	\$17.33	\$1.30	\$64.35
6	80	\$35.75	\$12.20	\$18.33	\$1.30	\$67.58
7	90	\$40.22	\$12.20	\$19.33	\$1.30	\$73.05

**Effective Date - 01/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.84	\$12.20	\$12.41	\$0.00	\$47.45
2	60	\$27.40	\$12.20	\$14.41	\$1.30	\$55.31
3	65	\$29.69	\$12.20	\$15.41	\$1.30	\$58.60
4	70	\$31.97	\$12.20	\$16.41	\$1.30	\$61.88
5	75	\$34.25	\$12.20	\$17.41	\$1.30	\$65.16
6	80	\$36.54	\$12.20	\$18.41	\$1.30	\$68.45
7	90	\$41.10	\$12.20	\$19.41	\$1.30	\$74.01

**Notes:**

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

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

CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	06/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
	12/01/2017	\$48.38	\$10.00	\$15.25	\$0.00	\$73.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$31.17	\$10.00	\$15.25	\$0.00	\$56.42
	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

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

**Effective Date - 07/01/2016**

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

**Effective Date - 01/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

**Notes:**  
Steps are 750 hrs.

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

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2015	\$35.50	\$7.45	\$13.55	\$0.00	\$56.50
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For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2015	\$36.50	\$7.45	\$13.55	\$0.00	\$57.50
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For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 2	12/01/2015	\$36.25	\$7.45	\$13.55	\$0.00	\$57.25
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For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	12/01/2015	\$36.50	\$7.45	\$13.55	\$0.00	\$57.50
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For apprentice rates see "Apprentice- LABORER"

DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	12/01/2015	\$36.25	\$7.45	\$13.55	\$0.00	\$57.25
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For apprentice rates see "Apprentice- LABORER"

DEMO: WRECKING LABORER LABORERS - ZONE 2	12/01/2015	\$35.50	\$7.45	\$13.55	\$0.00	\$56.50
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For apprentice rates see "Apprentice- LABORER"

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$58.86	\$9.80	\$19.23	\$0.00	\$87.89
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$63.06	\$9.80	\$19.23	\$0.00	\$92.09
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.23	\$9.80	\$19.23	\$0.00	\$117.26
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i>	09/01/2016	\$47.13	\$13.00	\$17.41	\$0.00	\$77.54
	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2016	\$47.13	\$13.00	\$17.41	\$0.00	\$77.54
	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46

**Apprentice - ELECTRICIAN - Local 103**

**Effective Date - 09/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.85	\$13.00	\$0.57	\$0.00	\$32.42
2	40	\$18.85	\$13.00	\$0.57	\$0.00	\$32.42
3	45	\$21.21	\$13.00	\$13.36	\$0.00	\$47.57
4	45	\$21.21	\$13.00	\$13.36	\$0.00	\$47.57
5	50	\$23.57	\$13.00	\$13.73	\$0.00	\$50.30
6	55	\$25.92	\$13.00	\$14.09	\$0.00	\$53.01
7	60	\$28.28	\$13.00	\$14.46	\$0.00	\$55.74
8	65	\$30.63	\$13.00	\$14.83	\$0.00	\$58.46
9	70	\$32.99	\$13.00	\$15.20	\$0.00	\$61.19
10	75	\$35.35	\$13.00	\$15.57	\$0.00	\$63.92

**Effective Date - 03/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.33	\$13.00	\$0.58	\$0.00	\$32.91
2	40	\$19.33	\$13.00	\$0.58	\$0.00	\$32.91
3	45	\$21.75	\$13.00	\$13.37	\$0.00	\$48.12
4	45	\$21.75	\$13.00	\$13.37	\$0.00	\$48.12
5	50	\$24.17	\$13.00	\$13.75	\$0.00	\$50.92
6	55	\$26.58	\$13.00	\$14.11	\$0.00	\$53.69
7	60	\$29.00	\$13.00	\$14.48	\$0.00	\$56.48
8	65	\$31.41	\$13.00	\$14.85	\$0.00	\$59.26
9	70	\$33.83	\$13.00	\$15.22	\$0.00	\$62.05
10	75	\$36.25	\$13.00	\$15.60	\$0.00	\$64.85

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

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

ELEVATOR CONSTRUCTOR	01/01/2016	\$54.53	\$14.43	\$14.96	\$0.00	\$83.92
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2017	\$55.86	\$15.28	\$15.71	\$0.00	\$86.85

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - ELEVATOR CONSTRUCTOR - Local 4**

**Effective Date - 01/01/2016**

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

**Effective Date - 01/01/2017**

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

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

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

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2016	\$38.17	\$14.43	\$14.96	\$0.00	\$67.56
	01/01/2017	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2016	\$41.37	\$10.00	\$15.15	\$0.00	\$66.52
	05/01/2017	\$42.25	\$10.00	\$15.15	\$0.00	\$67.40
	11/01/2017	\$42.98	\$10.00	\$15.15	\$0.00	\$68.13
	05/01/2018	\$43.69	\$10.00	\$15.15	\$0.00	\$68.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2016	\$42.82	\$10.00	\$15.15	\$0.00	\$67.97
	05/01/2017	\$43.71	\$10.00	\$15.15	\$0.00	\$68.86
	11/01/2017	\$44.44	\$10.00	\$15.15	\$0.00	\$69.59
	05/01/2018	\$45.16	\$10.00	\$15.15	\$0.00	\$70.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2016	\$21.98	\$10.00	\$15.15	\$0.00	\$47.13
	05/01/2017	\$22.51	\$10.00	\$15.15	\$0.00	\$47.66
	11/01/2017	\$22.93	\$10.00	\$15.15	\$0.00	\$48.08
	05/01/2018	\$23.36	\$10.00	\$15.15	\$0.00	\$48.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	09/01/2016	\$47.13	\$13.00	\$17.41	\$0.00	\$77.54
	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 103</i> / COMMISSIONING <i>ELECTRICIANS</i>	09/01/2016	\$35.35	\$13.00	\$15.57	\$0.00	\$63.92
	03/01/2017	\$36.25	\$13.00	\$15.60	\$0.00	\$64.85
	09/01/2017	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58
	03/01/2018	\$37.86	\$13.00	\$15.65	\$0.00	\$66.51
	09/01/2018	\$38.75	\$13.00	\$15.67	\$0.00	\$67.42
	03/01/2019	\$39.65	\$13.00	\$15.70	\$0.00	\$68.35
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$37.65	\$10.00	\$15.25	\$0.00	\$62.90
	06/01/2017	\$38.49	\$10.00	\$15.25	\$0.00	\$63.74
	12/01/2017	\$39.32	\$10.00	\$15.25	\$0.00	\$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	12/01/2016	\$20.50	\$7.45	\$12.65	\$0.00	\$40.60
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55

**Apprentice - FLOORCOVERER - Local 2168 Zone 1**

**Effective Date - 03/01/2016**

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

**Notes:**

Steps are 750 hrs.

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

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$31.17	\$10.00	\$15.25	\$0.00	\$56.42
	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	07/01/2016	\$39.96	\$7.85	\$16.10	\$0.00	\$63.91
GLAZIERS LOCAL 35 (ZONE 2)	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

**Apprentice - GLAZIER - Local 35 Zone 2**

**Effective Date - 07/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.98	\$7.85	\$0.00	\$0.00	\$27.83
2	55	\$21.98	\$7.85	\$3.66	\$0.00	\$33.49
3	60	\$23.98	\$7.85	\$3.99	\$0.00	\$35.82
4	65	\$25.97	\$7.85	\$4.32	\$0.00	\$38.14
5	70	\$27.97	\$7.85	\$14.11	\$0.00	\$49.93
6	75	\$29.97	\$7.85	\$14.44	\$0.00	\$52.26
7	80	\$31.97	\$7.85	\$14.77	\$0.00	\$54.59
8	90	\$35.96	\$7.85	\$15.44	\$0.00	\$59.25

**Effective Date - 01/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$7.85	\$0.00	\$0.00	\$28.31
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76
5	70	\$28.64	\$7.85	\$14.11	\$0.00	\$50.60
6	75	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11

**Notes:**

Steps are 750 hrs.

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

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
OPERATING ENGINEERS LOCAL 4	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63



**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 12/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.96	\$10.00	\$0.00	\$0.00	\$34.96
2	60	\$27.23	\$10.00	\$15.25	\$0.00	\$52.48
3	65	\$29.50	\$10.00	\$15.25	\$0.00	\$54.75
4	70	\$31.77	\$10.00	\$15.25	\$0.00	\$57.02
5	75	\$34.04	\$10.00	\$15.25	\$0.00	\$59.29
6	80	\$36.30	\$10.00	\$15.25	\$0.00	\$61.55
7	85	\$38.57	\$10.00	\$15.25	\$0.00	\$63.82
8	90	\$40.84	\$10.00	\$15.25	\$0.00	\$66.09

**Effective Date - 06/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.51	\$10.00	\$0.00	\$0.00	\$35.51
2	60	\$27.83	\$10.00	\$15.25	\$0.00	\$53.08
3	65	\$30.15	\$10.00	\$15.25	\$0.00	\$55.40
4	70	\$32.47	\$10.00	\$15.25	\$0.00	\$57.72
5	75	\$34.79	\$10.00	\$15.25	\$0.00	\$60.04
6	80	\$37.10	\$10.00	\$15.25	\$0.00	\$62.35
7	85	\$39.42	\$10.00	\$15.25	\$0.00	\$64.67
8	90	\$41.74	\$10.00	\$15.25	\$0.00	\$66.99

**Notes:**

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

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	11/01/2016	\$43.40	\$10.70	\$23.07	\$2.32	\$79.49
	02/01/2017	\$44.50	\$10.70	\$23.07	\$2.32	\$80.59
	08/01/2017	\$45.60	\$10.70	\$23.07	\$2.32	\$81.69
	02/01/2018	\$46.75	\$10.70	\$23.07	\$2.32	\$82.84

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	09/01/2016	\$47.13	\$13.00	\$17.41	\$0.00	\$77.54
	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	11/01/2016	\$43.40	\$10.70	\$23.07	\$2.32	\$79.49
	02/01/2017	\$44.50	\$10.70	\$23.07	\$2.32	\$80.59
	08/01/2017	\$45.60	\$10.70	\$23.07	\$2.32	\$81.69
	02/01/2018	\$46.75	\$10.70	\$23.07	\$2.32	\$82.84

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</i>	09/01/2016	\$50.19	\$9.70	\$18.14	\$0.00	\$78.03
	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	09/01/2016	\$50.19	\$9.70	\$18.14	\$0.00	\$78.03
	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2016	\$45.09	\$11.75	\$14.20	\$0.00	\$71.04
	09/01/2017	\$47.09	\$11.75	\$14.20	\$0.00	\$73.04
	09/01/2018	\$49.34	\$11.75	\$14.20	\$0.00	\$75.29
	09/01/2019	\$51.84	\$11.75	\$14.20	\$0.00	\$77.79

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

**Effective Date - 09/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.55	\$11.75	\$10.45	\$0.00	\$44.75
2	60	\$27.05	\$11.75	\$11.20	\$0.00	\$50.00
3	70	\$31.56	\$11.75	\$11.95	\$0.00	\$55.26
4	80	\$36.07	\$11.75	\$12.70	\$0.00	\$60.52

**Effective Date - 09/01/2017**

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

**Notes:**

Steps are 1 year

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

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (BOSTON AREA)</i>	09/16/2016	\$44.05	\$7.80	\$20.85	\$0.00	\$72.70
	03/16/2017	\$44.65	\$7.80	\$20.85	\$0.00	\$73.30

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - IRONWORKER - Local 7 Boston**

**Effective Date - 09/16/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.43	\$7.80	\$20.85	\$0.00	\$55.08
2	70	\$30.84	\$7.80	\$20.85	\$0.00	\$59.49
3	75	\$33.04	\$7.80	\$20.85	\$0.00	\$61.69
4	80	\$35.24	\$7.80	\$20.85	\$0.00	\$63.89
5	85	\$37.44	\$7.80	\$20.85	\$0.00	\$66.09
6	90	\$39.65	\$7.80	\$20.85	\$0.00	\$68.30

**Effective Date - 03/16/2017**

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

**Notes:**

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

**Apprentice to Journeyworker Ratio:\*\***

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
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For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 2	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
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**Apprentice - LABORER - Zone 2**

**Effective Date - 12/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.44	\$7.45	\$12.65	\$0.00	\$39.54
2	70	\$22.68	\$7.45	\$12.65	\$0.00	\$42.78
3	80	\$25.92	\$7.45	\$12.65	\$0.00	\$46.02
4	90	\$29.16	\$7.45	\$12.65	\$0.00	\$49.26

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

LABORER: CARPENTER TENDER LABORERS - ZONE 2	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
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For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 2	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.35	\$7.45	\$12.60	\$0.00	\$51.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	08/01/2016	\$38.78	\$10.18	\$17.78	\$0.00	\$66.74
	02/01/2017	\$39.24	\$10.18	\$17.78	\$0.00	\$67.20

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

**Effective Date - 08/01/2016**

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

**Effective Date - 02/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.62	\$10.18	\$17.78	\$0.00	\$47.58
2	60	\$23.54	\$10.18	\$17.78	\$0.00	\$51.50
3	70	\$27.47	\$10.18	\$17.78	\$0.00	\$55.43
4	80	\$31.39	\$10.18	\$17.78	\$0.00	\$59.35
5	90	\$35.32	\$10.18	\$17.78	\$0.00	\$63.28

**Notes:**

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

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

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

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

**Effective Date - 08/01/2016**

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

**Effective Date - 02/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.69	\$10.18	\$19.22	\$0.00	\$55.09
2	60	\$30.82	\$10.18	\$19.22	\$0.00	\$60.22
3	70	\$35.96	\$10.18	\$19.22	\$0.00	\$65.36
4	80	\$41.10	\$10.18	\$19.22	\$0.00	\$70.50
5	90	\$46.23	\$10.18	\$19.22	\$0.00	\$75.63

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

**Effective Date - 04/01/2015**

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

**Notes:**

Steps are 2,000 hours

**Apprentice to Journeyworker Ratio:1:5**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MORTAR MIXER <i>LABORERS - ZONE 2</i>	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$22.96	\$10.00	\$15.25	\$0.00	\$48.21
	06/01/2017	\$23.47	\$10.00	\$15.25	\$0.00	\$48.72
	12/01/2017	\$23.99	\$10.00	\$15.25	\$0.00	\$49.24
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$26.94	\$10.00	\$15.25	\$0.00	\$52.19
	06/01/2017	\$27.54	\$10.00	\$15.25	\$0.00	\$52.79
	12/01/2017	\$28.15	\$10.00	\$15.25	\$0.00	\$53.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

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

**Effective Date - 07/01/2016**

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

**Effective Date - 01/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

**Notes:**

Steps are 750 hrs.

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Painter (Spray or Sandblast, New) *	07/01/2016	\$41.36	\$7.85	\$16.10	\$0.00	\$65.31
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$42.31	\$7.85	\$16.10	\$0.00	\$66.26

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

**Effective Date - 07/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.68	\$7.85	\$0.00	\$0.00	\$28.53
2	55	\$22.75	\$7.85	\$3.66	\$0.00	\$34.26
3	60	\$24.82	\$7.85	\$3.99	\$0.00	\$36.66
4	65	\$26.88	\$7.85	\$4.32	\$0.00	\$39.05
5	70	\$28.95	\$7.85	\$14.11	\$0.00	\$50.91
6	75	\$31.02	\$7.85	\$14.44	\$0.00	\$53.31
7	80	\$33.09	\$7.85	\$14.77	\$0.00	\$55.71
8	90	\$37.22	\$7.85	\$15.44	\$0.00	\$60.51

**Effective Date - 01/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.16	\$7.85	\$0.00	\$0.00	\$29.01
2	55	\$23.27	\$7.85	\$3.66	\$0.00	\$34.78
3	60	\$25.39	\$7.85	\$3.99	\$0.00	\$37.23
4	65	\$27.50	\$7.85	\$4.32	\$0.00	\$39.67
5	70	\$29.62	\$7.85	\$14.11	\$0.00	\$51.58
6	75	\$31.73	\$7.85	\$14.44	\$0.00	\$54.02
7	80	\$33.85	\$7.85	\$14.77	\$0.00	\$56.47
8	90	\$38.08	\$7.85	\$15.44	\$0.00	\$61.37

**Notes:**

Steps are 750 hrs.

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

Painter (Spray or Sandblast, Repaint)	07/01/2016	\$39.42	\$7.85	\$16.10	\$0.00	\$63.37
PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$40.37	\$7.85	\$16.10	\$0.00	\$64.32

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

**Effective Date - 07/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.71	\$7.85	\$0.00	\$0.00	\$27.56
2	55	\$21.68	\$7.85	\$3.66	\$0.00	\$33.19
3	60	\$23.65	\$7.85	\$3.99	\$0.00	\$35.49
4	65	\$25.62	\$7.85	\$4.32	\$0.00	\$37.79
5	70	\$27.59	\$7.85	\$14.11	\$0.00	\$49.55
6	75	\$29.57	\$7.85	\$14.44	\$0.00	\$51.86
7	80	\$31.54	\$7.85	\$14.77	\$0.00	\$54.16
8	90	\$35.48	\$7.85	\$15.44	\$0.00	\$58.77

**Effective Date - 01/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.19	\$7.85	\$0.00	\$0.00	\$28.04
2	55	\$22.20	\$7.85	\$3.66	\$0.00	\$33.71
3	60	\$24.22	\$7.85	\$3.99	\$0.00	\$36.06
4	65	\$26.24	\$7.85	\$4.32	\$0.00	\$38.41
5	70	\$28.26	\$7.85	\$14.11	\$0.00	\$50.22
6	75	\$30.28	\$7.85	\$14.44	\$0.00	\$52.57
7	80	\$32.30	\$7.85	\$14.77	\$0.00	\$54.92
8	90	\$36.33	\$7.85	\$15.44	\$0.00	\$59.62

**Notes:**  
Steps are 750 hrs.

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

PAINTER (TRAFFIC MARKINGS) LABORERS - ZONE 2	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
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For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	07/01/2016	\$39.96	\$7.85	\$16.10	\$0.00	\$63.91
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86



**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

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

**Effective Date - 07/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.98	\$7.85	\$0.00	\$0.00	\$27.83
2	55	\$21.98	\$7.85	\$3.66	\$0.00	\$33.49
3	60	\$23.98	\$7.85	\$3.99	\$0.00	\$35.82
4	65	\$25.97	\$7.85	\$4.32	\$0.00	\$38.14
5	70	\$27.97	\$7.85	\$14.11	\$0.00	\$49.93
6	75	\$29.97	\$7.85	\$14.44	\$0.00	\$52.26
7	80	\$31.97	\$7.85	\$14.77	\$0.00	\$54.59
8	90	\$35.96	\$7.85	\$15.44	\$0.00	\$59.25

**Effective Date - 01/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$7.85	\$0.00	\$0.00	\$28.31
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76
5	70	\$28.64	\$7.85	\$14.11	\$0.00	\$50.60
6	75	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11

**Notes:**  
Steps are 750 hrs.

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

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2016	\$38.02	\$7.85	\$16.10	\$0.00	\$61.97
PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$38.97	\$7.85	\$16.10	\$0.00	\$62.92

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

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

**Effective Date - 07/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.01	\$7.85	\$0.00	\$0.00	\$26.86
2	55	\$20.91	\$7.85	\$3.66	\$0.00	\$32.42
3	60	\$22.81	\$7.85	\$3.99	\$0.00	\$34.65
4	65	\$24.71	\$7.85	\$4.32	\$0.00	\$36.88
5	70	\$26.61	\$7.85	\$14.11	\$0.00	\$48.57
6	75	\$28.52	\$7.85	\$14.44	\$0.00	\$50.81
7	80	\$30.42	\$7.85	\$14.77	\$0.00	\$53.04
8	90	\$34.22	\$7.85	\$15.44	\$0.00	\$57.51

**Effective Date - 01/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.49	\$7.85	\$0.00	\$0.00	\$27.34
2	55	\$21.43	\$7.85	\$3.66	\$0.00	\$32.94
3	60	\$23.38	\$7.85	\$3.99	\$0.00	\$35.22
4	65	\$25.33	\$7.85	\$4.32	\$0.00	\$37.50
5	70	\$27.28	\$7.85	\$14.11	\$0.00	\$49.24
6	75	\$29.23	\$7.85	\$14.44	\$0.00	\$51.52
7	80	\$31.18	\$7.85	\$14.77	\$0.00	\$53.80
8	90	\$35.07	\$7.85	\$15.44	\$0.00	\$58.36

**Notes:**

Steps are 750 hrs.

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

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - PILE DRIVER - Local 56 Zone 1**

**Effective Date - 08/01/2015**

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

**Notes:**

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

PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537	09/01/2016	\$50.19	\$9.70	\$18.14	\$0.00	\$78.03
	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03

**Apprentice - PIPEFITTER - Local 537**

**Effective Date - 09/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.08	\$9.70	\$7.50	\$0.00	\$37.28
2	45	\$22.59	\$9.70	\$18.14	\$0.00	\$50.43
3	60	\$30.11	\$9.70	\$18.14	\$0.00	\$57.95
4	70	\$35.13	\$9.70	\$18.14	\$0.00	\$62.97
5	80	\$40.15	\$9.70	\$18.14	\$0.00	\$67.99

**Effective Date - 03/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.48	\$9.70	\$7.50	\$0.00	\$37.68
2	45	\$23.04	\$9.70	\$18.14	\$0.00	\$50.88
3	60	\$30.71	\$9.70	\$18.14	\$0.00	\$58.55
4	70	\$35.83	\$9.70	\$18.14	\$0.00	\$63.67
5	80	\$40.95	\$9.70	\$18.14	\$0.00	\$68.79

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

**Apprentice to Journeyworker Ratio:\*\***

PIPELAYER LABORERS - ZONE 2	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
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For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12	09/01/2016	\$51.69	\$11.32	\$15.46	\$0.00	\$78.47
	03/01/2017	\$52.69	\$11.32	\$15.46	\$0.00	\$79.47

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - PLUMBER/GASFITTER - Local 12**

**Effective Date - 09/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.09	\$11.32	\$5.74	\$0.00	\$35.15
2	40	\$20.68	\$11.32	\$6.49	\$0.00	\$38.49
3	55	\$28.43	\$11.32	\$8.73	\$0.00	\$48.48
4	65	\$33.60	\$11.32	\$10.23	\$0.00	\$55.15
5	75	\$38.77	\$11.32	\$11.72	\$0.00	\$61.81

**Effective Date - 03/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.44	\$11.32	\$5.74	\$0.00	\$35.50
2	40	\$21.08	\$11.32	\$6.49	\$0.00	\$38.89
3	55	\$28.98	\$11.32	\$8.73	\$0.00	\$49.03
4	65	\$34.25	\$11.32	\$10.23	\$0.00	\$55.80
5	75	\$39.52	\$11.32	\$11.72	\$0.00	\$62.56

**Notes:**

\*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr  
Step4 with lic\$58.50 Step5 with lic\$65.36

**Apprentice to Journeyworker Ratio:\*\***

PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	09/01/2016	\$50.19	\$9.70	\$18.14	\$0.00	\$78.03
	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2016	\$33.40	\$7.45	\$12.65	\$0.00	\$53.50
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$31.17	\$10.00	\$15.25	\$0.00	\$56.42
	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 42</i>	05/01/2016	\$24.15	\$8.49	\$10.68	\$0.00	\$43.32
	04/30/2017	\$24.15	\$8.49	\$11.07	\$0.00	\$43.71
	05/01/2017	\$24.21	\$8.49	\$11.54	\$0.00	\$44.24
	04/30/2018	\$24.21	\$8.49	\$11.96	\$0.00	\$44.66
	05/01/2018	\$24.24	\$8.49	\$12.46	\$0.00	\$45.19
	04/30/2019	\$24.24	\$8.49	\$12.92	\$0.00	\$45.65
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	06/01/2016	\$25.32	\$9.80	\$16.82	\$0.00	\$51.94
RESIDENTIAL WOOD FRAME CARPENTER **	10/01/2016	\$25.69	\$7.07	\$7.18	\$0.00	\$39.94
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2017	\$26.31	\$7.07	\$7.18	\$0.00	\$40.56
	10/01/2017	\$26.93	\$7.07	\$7.18	\$0.00	\$41.18
	04/01/2018	\$27.35	\$7.07	\$7.18	\$0.00	\$41.60
	10/01/2018	\$27.77	\$7.07	\$7.18	\$0.00	\$42.02
	04/01/2019	\$28.20	\$7.07	\$7.18	\$0.00	\$42.45
	10/01/2019	\$28.63	\$7.07	\$7.18	\$0.00	\$42.88

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

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

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

**Effective Date - 10/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.41	\$7.07	\$0.00	\$0.00	\$22.48
2	60	\$15.41	\$7.07	\$0.00	\$0.00	\$22.48
3	65	\$16.70	\$7.07	\$7.18	\$0.00	\$30.95
4	70	\$17.98	\$7.07	\$7.18	\$0.00	\$32.23
5	75	\$19.27	\$7.07	\$7.18	\$0.00	\$33.52
6	80	\$20.55	\$7.07	\$7.18	\$0.00	\$34.80
7	85	\$21.84	\$7.07	\$7.18	\$0.00	\$36.09
8	90	\$23.12	\$7.07	\$7.18	\$0.00	\$37.37

**Effective Date - 04/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.79	\$7.07	\$0.00	\$0.00	\$22.86
2	60	\$15.79	\$7.07	\$0.00	\$0.00	\$22.86
3	65	\$17.10	\$7.07	\$7.18	\$0.00	\$31.35
4	70	\$18.42	\$7.07	\$7.18	\$0.00	\$32.67
5	75	\$19.73	\$7.07	\$7.18	\$0.00	\$33.98
6	80	\$21.05	\$7.07	\$7.18	\$0.00	\$35.30
7	85	\$22.36	\$7.07	\$7.18	\$0.00	\$36.61
8	90	\$23.68	\$7.07	\$7.18	\$0.00	\$37.93

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 2	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
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For apprentice rates see "Apprentice- LABORER"

ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) ROOFERS LOCAL 33	08/01/2016	\$41.11	\$11.00	\$13.00	\$0.00	\$65.11
	02/01/2017	\$42.26	\$11.00	\$13.00	\$0.00	\$66.26
	08/01/2017	\$43.36	\$11.00	\$13.00	\$0.00	\$67.36
	02/01/2018	\$44.51	\$11.00	\$13.00	\$0.00	\$68.51
	08/01/2018	\$45.61	\$11.00	\$13.00	\$0.00	\$69.61
	02/01/2019	\$46.76	\$11.00	\$13.00	\$0.00	\$70.76

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - ROOFER - Local 33**

**Effective Date - 08/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.56	\$11.00	\$3.44	\$0.00	\$35.00
2	60	\$24.67	\$11.00	\$13.00	\$0.00	\$48.67
3	65	\$26.72	\$11.00	\$13.00	\$0.00	\$50.72
4	75	\$30.83	\$11.00	\$13.00	\$0.00	\$54.83
5	85	\$34.94	\$11.00	\$13.00	\$0.00	\$58.94

**Effective Date - 02/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.13	\$11.00	\$3.44	\$0.00	\$35.57
2	60	\$25.36	\$11.00	\$13.00	\$0.00	\$49.36
3	65	\$27.47	\$11.00	\$13.00	\$0.00	\$51.47
4	75	\$31.70	\$11.00	\$13.00	\$0.00	\$55.70
5	85	\$35.92	\$11.00	\$13.00	\$0.00	\$59.92

**Notes: \*\* 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1**  
 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

**Apprentice to Journeyworker Ratio:\*\***

ROOFER SLATE / TILE / PRECAST CONCRETE	08/01/2016	\$41.36	\$11.00	\$13.00	\$0.00	\$65.36
ROOFERS LOCAL 33	02/01/2017	\$42.51	\$11.00	\$13.00	\$0.00	\$66.51
	08/01/2017	\$43.61	\$11.00	\$13.00	\$0.00	\$67.61
	02/01/2018	\$44.76	\$11.00	\$13.00	\$0.00	\$68.76
	08/01/2018	\$45.86	\$11.00	\$13.00	\$0.00	\$69.86
	02/01/2019	\$47.01	\$11.00	\$13.00	\$0.00	\$71.01

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	11/01/2016	\$43.40	\$10.70	\$23.07	\$2.32	\$79.49
SHEETMETAL WORKERS LOCAL 17 - A	02/01/2017	\$44.50	\$10.70	\$23.07	\$2.32	\$80.59
	08/01/2017	\$45.60	\$10.70	\$23.07	\$2.32	\$81.69
	02/01/2018	\$46.75	\$10.70	\$23.07	\$2.32	\$82.84

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

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

**Effective Date - 11/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.36	\$10.70	\$5.24	\$0.00	\$33.30
2	40	\$17.36	\$10.70	\$5.24	\$0.00	\$33.30
3	45	\$19.53	\$10.70	\$10.31	\$1.22	\$41.76
4	45	\$19.53	\$10.70	\$10.31	\$1.22	\$41.76
5	50	\$21.70	\$10.70	\$11.21	\$1.31	\$44.92
6	50	\$21.70	\$10.70	\$11.46	\$1.32	\$45.18
7	60	\$26.04	\$10.70	\$13.02	\$1.49	\$51.25
8	65	\$28.21	\$10.70	\$13.93	\$1.59	\$54.43
9	75	\$32.55	\$10.70	\$15.74	\$1.77	\$60.76
10	85	\$36.89	\$10.70	\$17.05	\$1.94	\$66.58

**Effective Date - 02/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.80	\$10.70	\$5.24	\$0.00	\$33.74
2	40	\$17.80	\$10.70	\$5.24	\$0.00	\$33.74
3	45	\$20.03	\$10.70	\$10.31	\$1.24	\$42.28
4	45	\$20.03	\$10.70	\$10.31	\$1.24	\$42.28
5	50	\$22.25	\$10.70	\$11.21	\$1.32	\$45.48
6	50	\$22.25	\$10.70	\$11.46	\$1.33	\$45.74
7	60	\$26.70	\$10.70	\$13.02	\$1.51	\$51.93
8	65	\$28.93	\$10.70	\$13.93	\$1.61	\$55.17
9	75	\$33.38	\$10.70	\$15.74	\$1.79	\$61.61
10	85	\$37.83	\$10.70	\$17.05	\$1.97	\$67.55

**Notes:**  
Steps are 6 mos.

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

SIGN ERECTOR PAINTERS LOCAL 35 - ZONE 2	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
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**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - SIGN ERECTOR - Local 35 Zone 2**

**Effective Date - 06/01/2013**

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

**Notes:**  
Steps are 4 mos.

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

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	10/01/2016	\$55.48	\$8.52	\$17.05	\$0.00	\$81.05
	01/01/2017	\$55.08	\$8.77	\$17.20	\$0.00	\$81.05
	03/01/2017	\$56.08	\$8.77	\$17.20	\$0.00	\$82.05

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

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

**Effective Date - 10/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.42	\$8.52	\$8.55	\$0.00	\$36.49
2	40	\$22.19	\$8.52	\$8.55	\$0.00	\$39.26
3	45	\$24.97	\$8.52	\$8.55	\$0.00	\$42.04
4	50	\$27.74	\$8.52	\$8.55	\$0.00	\$44.81
5	55	\$30.51	\$8.52	\$8.55	\$0.00	\$47.58
6	60	\$33.29	\$8.52	\$10.05	\$0.00	\$51.86
7	65	\$36.06	\$8.52	\$10.05	\$0.00	\$54.63
8	70	\$38.84	\$8.52	\$10.05	\$0.00	\$57.41
9	75	\$41.61	\$8.52	\$10.05	\$0.00	\$60.18
10	80	\$44.38	\$8.52	\$10.05	\$0.00	\$62.95

**Effective Date - 01/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.28	\$8.52	\$8.70	\$0.00	\$36.50
2	40	\$22.03	\$8.52	\$8.70	\$0.00	\$39.25
3	45	\$24.79	\$8.52	\$8.70	\$0.00	\$42.01
4	50	\$27.54	\$8.52	\$8.70	\$0.00	\$44.76
5	55	\$30.29	\$8.52	\$8.70	\$0.00	\$47.51
6	60	\$33.05	\$8.52	\$10.20	\$0.00	\$51.77
7	65	\$35.80	\$8.52	\$10.20	\$0.00	\$54.52
8	70	\$38.56	\$8.52	\$10.20	\$0.00	\$57.28
9	75	\$41.31	\$8.52	\$10.20	\$0.00	\$60.03
10	80	\$44.06	\$8.52	\$10.20	\$0.00	\$62.78

**Notes:** Apprentice entered prior 9/30/10:  
40/45/50/55/60/65/70/75/80/85  
Steps are 850 hours

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

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2016	\$35.35	\$13.00	\$15.57	\$0.00	\$63.92
	03/01/2017	\$36.25	\$13.00	\$15.60	\$0.00	\$64.85
	09/01/2017	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58
	03/01/2018	\$37.86	\$13.00	\$15.65	\$0.00	\$66.51
	09/01/2018	\$38.75	\$13.00	\$15.67	\$0.00	\$67.42
	03/01/2019	\$39.65	\$13.00	\$15.70	\$0.00	\$68.35

**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103**

**Effective Date - 09/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.14	\$13.00	\$0.42	\$0.00	\$27.56
2	40	\$14.14	\$13.00	\$0.42	\$0.00	\$27.56
3	45	\$15.91	\$13.00	\$11.53	\$0.00	\$40.44
4	45	\$15.91	\$13.00	\$11.53	\$0.00	\$40.44
5	50	\$17.68	\$13.00	\$11.80	\$0.00	\$42.48
6	55	\$19.44	\$13.00	\$12.07	\$0.00	\$44.51
7	60	\$21.21	\$13.00	\$12.36	\$0.00	\$46.57
8	65	\$22.98	\$13.00	\$12.63	\$0.00	\$48.61
9	70	\$24.75	\$13.00	\$13.91	\$0.00	\$51.66
10	75	\$26.51	\$13.00	\$14.19	\$0.00	\$53.70

**Effective Date - 03/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.50	\$13.00	\$0.44	\$0.00	\$27.94
2	40	\$14.50	\$13.00	\$0.44	\$0.00	\$27.94
3	45	\$16.31	\$13.00	\$12.54	\$0.00	\$41.85
4	45	\$16.31	\$13.00	\$12.54	\$0.00	\$41.85
5	50	\$18.13	\$13.00	\$12.81	\$0.00	\$43.94
6	55	\$19.94	\$13.00	\$13.09	\$0.00	\$46.03
7	60	\$21.75	\$13.00	\$13.37	\$0.00	\$48.12
8	65	\$23.56	\$13.00	\$13.65	\$0.00	\$50.21
9	70	\$25.38	\$13.00	\$13.93	\$0.00	\$52.31
10	75	\$27.19	\$13.00	\$14.21	\$0.00	\$54.40

**Notes:**

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

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

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

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

**Effective Date - 08/01/2016**

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

**Effective Date - 02/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.14	\$10.18	\$19.22	\$0.00	\$54.54
2	60	\$30.16	\$10.18	\$19.22	\$0.00	\$59.56
3	70	\$35.19	\$10.18	\$19.22	\$0.00	\$64.59
4	80	\$40.22	\$10.18	\$19.22	\$0.00	\$69.62
5	90	\$45.24	\$10.18	\$19.22	\$0.00	\$74.64

**Notes:**

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

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$38.20	\$7.45	\$14.00	\$0.00	\$59.65
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.92	\$7.45	\$14.00	\$0.00	\$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.80	\$7.45	\$14.00	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2016	\$49.08	\$7.45	\$14.40	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2016	\$51.08	\$7.45	\$14.40	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2016	\$41.15	\$7.45	\$14.40	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2016	\$43.15	\$7.45	\$14.40	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS &amp; GASFITTERS LOCAL 12</i>	09/01/2016	\$51.69	\$11.32	\$15.46	\$0.00	\$78.47
	03/01/2017	\$52.69	\$11.32	\$15.46	\$0.00	\$79.47
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
<b>Outside Electrical - East</b>						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$26.61	\$7.50	\$1.80	\$0.00	\$35.91
	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$37.70	\$7.50	\$8.87	\$0.00	\$54.07
	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$31.05	\$7.50	\$8.89	\$0.00	\$47.44
	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$24.39	\$7.50	\$1.73	\$0.00	\$33.62
	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$37.70	\$7.50	\$12.95	\$0.00	\$58.15
	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$33.26	\$7.50	\$9.63	\$0.00	\$50.39
	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$24.39	\$7.50	\$1.73	\$0.00	\$33.62
	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$19.96	\$7.50	\$1.60	\$0.00	\$29.06
	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$44.35	\$7.50	\$15.83	\$0.00	\$67.68
	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - LINEMAN (Outside Electrical) - East Local 104**

**Effective Date - 08/28/2016**

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

**Effective Date - 09/03/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.14	\$7.75	\$3.31	\$0.00	\$38.20
2	65	\$29.40	\$7.75	\$3.38	\$0.00	\$40.53
3	70	\$31.66	\$7.75	\$3.45	\$0.00	\$42.86
4	75	\$33.92	\$7.75	\$5.02	\$0.00	\$46.69
5	80	\$36.18	\$7.75	\$5.09	\$0.00	\$49.02
6	85	\$38.45	\$7.75	\$5.15	\$0.00	\$51.35
7	90	\$40.71	\$7.75	\$7.22	\$0.00	\$55.68

**Notes:**

**Apprentice to Journeyworker Ratio:1:2**

TELEDATA CABLE SPLICER  
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104      01/01/2016      \$28.98      \$4.25      \$3.12      \$0.00      \$36.35

TELEDATA LINEMAN/EQUIPMENT OPERATOR  
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104      01/01/2016      \$27.31      \$4.25      \$3.07      \$0.00      \$34.63

TELEDATA WIREMAN/INSTALLER/TECHNICIAN  
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104      01/01/2016      \$27.31      \$4.25      \$3.07      \$0.00      \$34.63

TREE TRIMMER  
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104      01/31/2016      \$18.51      \$3.55      \$0.00      \$0.00      \$22.06

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

TREE TRIMMER GROUNDMAN  
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104      01/31/2016      \$16.32      \$3.55      \$0.00      \$0.00      \$19.87

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

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentices ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

\*\* Multiple ratios are listed in the comment field.

\*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

\*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

SECTION 00 84 00  
INSURANCE REQUIREMENTS

PART 1 - GENERAL

1.01 GENERAL

1. This Section specifies the Owner's insurance requirements and relates to the General Conditions of the Contract for Construction and Supplementary General Conditions of the Contract for Construction.
2. Provisions of the General Conditions of the Contract for Construction and Supplementary General Conditions of the Contract for Construction which are not modified by the following Insurance Requirements remain in full effect.

1.02 INSURANCE REQUIREMENTS

1. The insurance required shall be written for not less than the limits of liability required by law or the following limits, whichever is greater:

State and Federal Workmen's Compensation	Statutory
Employer's Liability (Each Accident)	\$ 500,000.00
Benefits Required by Union Contract	As Required
GENERAL LIABILITY*	
General Liability - Bodily Injury Each Occurrence	\$1,000,000.00
General Liability - Bodily Injury Aggregate	\$ 3,000,000.00
General Liability - Property Damage Each Occurrence	\$ 1,000,000.00
General Liability - Property Damage Aggregate	\$ 3,000,000.00
*General Liability shall include coverage for the following:	
Comprehensive Form	
Premises/Operations Liability	
Explosion, Collapse and Underground (XCU)	
Products/Completed Operations	
Contractual Liability	
Independent Contractors	
Broad Form Property Damage	
Personal Injury including Libel and Slander Coverage	
Broad Form CGL Endorsement	
AUTOMOBILE LIABILITY**	
Comp. Automobile Liability** - Bodily Injury Per Person	\$ 500,000.00
Comp. Automobile Liability** - Bodily Injury Per Accident	\$ 1,000,000.00
Comp. Automobile Liability** - Property Damage	\$ 500,000.00
**Provide coverage for all Owned, Non-Owned, and Hired Vehicles.	
EXCESS LIABILITY (UMBRELLA COVERAGE)	
Bodily Injury and Property Damage Combined Aggregate	\$ 3,000,000.00



2. Exclusions: The Owner's property insurance shall not cover tools, equipment, shoring, staging, forms, temporary buildings or other equipment owned or rented by the Contractor, its Subcontractors, or any worker.
3. Insurance Certificates: The Contractor and all Subcontractors who are required to provide insurance under the Contract shall provide accurate and bona fide "Certificates of Insurance" issued by a responsible agent of the insurance company.
  1. Certificate Content: Such "Certificates of Insurance" shall clearly indicate the insurance coverage provided including all riders and limits specified. Each "Certificates of Insurance" shall be accompanied by a sworn and duly notarized statement from the responsible agent of the insurance company issuing the Certificate clearly stating that all insurance specified and required by the Contract Documents is provided and in force, and also a clear statement of all exceptions and deviations, if any, from the Contract Document insurance requirements.
  2. Responsibility: The insurance agent issuing and authorizing the "Certificates of Insurance" shall be responsible and liable for the accuracy and validity of the "Certificates of Insurance". Each insured party shall certify by sworn and duly notarized statement that the "Certificates of Insurance" issued for them are bona fide.
  3. Disclaimers Prohibited: "Certificates of Insurance" shall not contain any disclaimers such as: "This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend, or alter the coverage afforded by the policies listed below." Disclaimers are not accepted.
  4. Certificates of Insurance can be Relied Upon: Parties receiving "Certificates of Insurance" shall be entitled to rely upon the "Certificates of Insurance" and shall have the right to claim the benefits and protection provided by the insurance as it applies to them.
  5. Alternate to "Certificates of Insurance": Instead of providing the "Certificates of Insurance" and the sworn statements required above, the insured may provide bona fide and accurate copies of all insurance policies and riders accompanied by a sworn and duly notarized statement from the insured that the policies, riders, and documents submitted are bona fide and valid, and that parties receiving the insurance documents may rely on the documents as satisfied of the Contract insurance requirements.

END OF SECTION

01 11 00  
SUMMARY OF WORK

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. The General Conditions of the Contract, Supplementary General Conditions and all other Sections of Division 1, General Requirements apply to this section.

1.02 SCOPE

- A. Project Description: This project is located in Swampscott, Massachusetts.
1. Protection of existing pavement and utilities outside the limit of work, and associated facilities as indicated.
  2. Site work: Provide and install Grandstand, pressbox and associated handicapped lift, including all steps, seats, rails and structural elements
  3. All work either shown on the Drawings or included in the specifications unless specifically indicated as not to be done.
- B. In addition, the work under the Contract includes:
1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
  2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
  3. Providing and restoring, where appropriate, all temporary facilities.

1.03 TIME OF COMPLETION

- A. In accordance with the General Conditions, the Work shall be commenced at the time stated in the Notice to Proceed and shall be substantially completed by August 18, 2017.

END OF SECTION

SECTION 01 22 00  
UNIT PRICES

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. The unit prices for items set forth in the schedule of unit prices shall be used to determine adjustments to the contract sum when changes in the work involving said items are made in accordance with General Conditions, Supplementary General Conditions and other Sections of the Contract Documents.

1.02 REQUIREMENTS

- A. Unit prices for changes to the work not part of the Base bid will be paid in accordance with unit prices listed by the Contractor on the Schedule of unit prices, based on quantities measured in the field.
- B. All unit prices shall include their pro-rata share of all costs for overhead, profit, bond, materials, equipment and disposal required to complete the work item.
- C. The Owner may choose not to approve any or all unit prices prior to award of the contract if it deems the unit price unreasonable. In this case, the change order process described in the general conditions will be used for work described in the unit price schedule, when any change of the base contract scope is required.

1.03 APPLICABILITY OF UNIT PRICES

- A. The payment lines shall be as indicated in the Contract Documents.
- B. Prior to commencing any change to the work involving removal or placement of materials set forth in the schedule of unit prices, the Contractor shall notify the Architect in sufficient time to permit proper measurements to be taken on behalf of the Owner. Only quantities which have been approved in writing by the Architect and/or Owner will be considered in the determination of adjustments to the contract sum.
- C. Performance of work which is not required under the Contract Documents or which is not authorized by Change Order, whether or not such work item is set forth hereunder as a Unit price item, shall not be considered cause for extra payment. The Contractor will be held fully responsible for such unauthorized work, including the performance of all corrective measures required by the Architect and/or Owner.

1.04 SCHEDULE OF UNIT PRICES

- A. The List of proposed unit prices for the above referenced project are included in the bid form for completion by the Contractor.

END OF SECTION 01035

01 23 00  
ALTERNATES

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. The General Conditions of the Contract, Supplementary General Conditions and all other Sections of Division 1, General Requirements apply to this section.

1.02 SCOPE

- A. This Section lists the Alternates which appear in the Contract Documents. Consult the individual Sections for requirements applicable to all alternatives.
- B. Bid prices for each Alternate shall include overhead, profit, and all other expenses incidental to the Work under each Alternate.
- C. The Contractor and Subcontractors shall be responsible for examining the scope of each Alternate generally defined herein and for recognizing modifications to the Work caused by the Alternates and including the cost thereof in the bid price.

1.03 ALTERNATES

There are no alternates in this bid package.

END OF SECTION

SECTION 01 31 00

PROJECT REQUIREMENTS

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. All of the Contract Documents, including General and Supplementary Conditions and Division 1 General Requirements, apply to the work of this Section.
2. Examine all other Sections of the Specifications for requirements that affect work of this Section, whether or not such work is specifically mentioned in this Section.
3. Coordinate work with trades affecting, or affected by, work of this Section. Cooperate with such trades to assure the steady progress of all under the Contract.

1.02 EXAMINATION OF SITE

1. Prior to bidding the Contractor shall thoroughly examine the site and the Contract Documents to ensure his knowledge of conditions and requirements affecting the work. No claim for extra compensation or extension of time will be allowed for Contractor's failure to comply with this requirement nor will any condition at the site, whether or not in agreement with conditions shown or called for on the Bid and Contract Documents, be allowed as a basis for such claims, except as otherwise specifically provided for.

1.03 DISCOVERY

1. If during the demolition, excavation, disposal, or other work, articles of unusual value, or of historical or archeological significance are encountered, the ownership of such articles is retained by the Owner, and information regarding their discovery shall be immediately furnished to the Landscape Architect. If the nature of the article is such that the work can not proceed without danger of damaging same, work in that area shall be immediately discontinued until the Landscape Architect and/or Owner has decided the proper procedure to be followed. Any time lost thereby shall be a condition for which the time of the Contract may be extended. All costs incurred after discovery in the salvaging of such articles shall be borne by the Owner.

1.04 COORDINATION WITH EXISTING UTILITIES

- A. The Contractor shall give all advance notice to public utility companies as required by law, and shall provide proper disposition, subject to Landscape Architect's and/or Owner's approval of all existing pipe lines, conduits, sewers, drains, poles, wiring, and other utilities that in any way interfere with the work, whether or not they are specifically shown on the Drawings. The Contractor shall immediately notify the Owner and appropriate authorities when coming across an unknown utility line, and await decision as to how to dispose of same. When an existing

utility line must be cut and plugged or capped, moved, or relocated, or has become damaged he shall notify the Owner and the Utility company involved, and assure the protection, support, or moving of utilities to adjust them to the new work. The Contractor shall be responsible for all damage caused to existing, active utilities under the work of this Contract, whether or not such utilities are shown on the Drawings, including resultant damages or injuries to persons or properties.

2. Agents of various public service agencies, municipal and State departments may be entering on the work site to remove existing facilities, to construct or place new facilities or to make alterations to existing facilities.

Prior to starting work or erecting permanent construction signing, the Contractor shall notify the "DIG-SAFE" program with a minimum of 72 hours advance warning. Once located and marked, the Contractor shall maintain such marks and access to installations to permit repairs and maintenance of service if interrupted.

The Contractor shall perform the work in cooperation with the various agencies in a manner that causes the least interference with the operations of the aforementioned agencies and shall have no claim for daily due to said work of these agencies.

3. Written notice shall be given by the Contractor to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Contractor shall, at the same time, file a copy of such notice with the engineer.

#### 1.06 FIELD LAYOUT

- A. Contractor shall maintain a level and transit on the job, and shall employ personnel for use thereof trained and registered as a Civil Engineer or as a Registered Professional Surveyor by the State of Massachusetts. The Owner shall have reasonable use of these instruments at all times.
2. Contractor shall establish benchmarks in at least two widely separated locations, and shall establish and maintain grades, lines, levels and other dimensional reference guides as required. The Contractor shall annotate project record documents to indicate all modifications of grades, utilities, etc.

#### 1.07 PROTECTION OF PROPERTY AND THE PUBLIC

1. Construct all fences, barricades, and protective facilities required for the protection of the public, in accordance with local and State regulations. Furnish and install all signs, lights, reflectors and all such protection facilities as may be required.
2. Contractor shall save the Owner harmless from all claims arising from the use of public streets, sidewalks and adjoining premises for construction purposes.

3. Keep all access roads and walks clear of debris, materials, construction plans and equipment, during building operation. Repair streets, drives, curbs, sidewalks, fences, poles and the like, where disturbed by construction, and leave them in as good conditions after completion of the work as before operations started. The Contractor shall contact appropriate City officials concerning hauling of construction materials over City roads and bridges.
4. Provide ways and means to control the flow of water from every source which may cause delay or damage during the building operation.
5. Protect all planting, landscaping, trees and site improvements as indicated on the Drawings.
6. The Contractor shall be responsible for the maintenance of construction barriers and traffic barriers in order to maintain traffic, over, through, or around the work included in his Contract with the maximum of safety and practicable convenience to such traffic during the life of the Contract, and whether or not work has been suspended temporarily. He shall take all precautions for preventing injuries to persons or damage to property to or about the work.
7. The work shall be carried on and barriers erected in such a manner as to provide safe passage at all times for public travel and with least obstruction to traffic. The Contractor shall provide and maintain, at his own expense, in a safe and passable condition, such temporary by-passes as created by the barriers as may be necessary to accommodate both pedestrian and vehicular traffic.
8. The Contractor shall maintain all legally required means of egress.
9. Where the new construction or repair work coincides with the presently traveled way, the Contractor shall carry on his work so that travel will not be obstructed.
10. Whenever gale or high winds are forecast, take proper measures to secure all loose material, equipment or other items which could blow about and be damaged or cause damage to other work. No such loose items shall be left unsecured at end of working day.

#### 1.08 POLICE

1. Whenever, in the opinion of the Owner, traffic is sufficiently congested or public safety is endangered the Contractor shall furnish at his expense a uniformed police detail to direct traffic or to keep traffic off the area affected by construction operations. Such officers shall be in addition to flagmen required under other provisions of the Contract.
2. The employment of traffic flagmen, or the presence of special officers or police shall in no way relieve the Contractor of any responsibility or liability which is his under the terms of the Contract.

#### 1.09 FIRE ACCESS

1. The Contractor shall maintain fire lanes as required by the Swampscott Fire Department throughout the course of construction.

#### 1.10 SPECIAL SECURITY AND CONTRACTOR'S RESPONSIBILITY FOR THE WORK

1. The Owner shall not provide security within the storage, staging, or construction areas nor will the Owner assume responsibility for acts of vandalism, within these areas.
2. Until written acceptance of the physical work by the Landscape Architect and/or Owner, the Contractor shall assume full charge thereof and he shall take every necessary precaution against damage to the work by action of the elements, or from any cause whatever, whether arising from the execution of the Contractor or not.
3. The Contractor shall bear all losses resulting to him on account of vandalism.
4. The Contractor shall rebuild, repair, restore and make good all damages to any portion of the work occasioned by any of the above causes before the completion and written acceptance of the physical work, and shall bear the expense thereof.
5. Should the Contractor fail to take prompt action whenever conditions make it necessary, the Owner shall make emergency repairs or cause the same to be made, with the stipulation that the costs for such repairs shall be charged against the Contractor and deducted from monies due to him.
6. In case of suspension of work from any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings and seedings furnished under this Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

#### 1.11 TEMPORARY BRACING, SHORING, SHEETING, TIE DOWN

1. Provide all sheeting, shoring, bracing, underpinning, reinforcement and other temporary supports as may be required to maintain the integrity of, and prevent damage to, any structure or finish to be subjected to or adjacent to cutting work. Patch to restore to sufficient final strength, and acceptable appearance, subject to Landscape Architect's and/or Owner's approval.

#### 1.12 SITE DRAINAGE

1. Contractor shall take over responsibilities for existing site drainage upon entering premises, and maintain such drainage during the life of his Contract in a manner approved by the Landscape Architect and so as not to adversely affect adjacent areas.
2. Keep excavations, pits, trenches and other construction areas free of water at all times, including backing up of drains and sewers. Provide hydraulic equipment to control surface and ground



water. Pumping equipment shall be adequate to remove all hydrostatic pressure from structures until sufficient strength has been developed by the structure to protect work from displacement or other damage.

3. Maintain ground water level where required sufficiently below excavation level at all times to maintain stable working platform. Ground water shall be controlled so as to avoid adverse effects on established ground water elevation of adjacent sites.

### 1.13 SITE TRENCHING AND EXCAVATION

1. Open excavation adjacent to the traveled way or shoulders shall not remain through the hours of darkness, holiday or periods of shutdown, unless adequately protected and specifically authorized by the City. The Contractor shall obtain a street opening permit from the City Department Public Works prior to excavating in City streets or right-of-ways.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section, shall be considered included in the Contract price, and not additional compensation will be allowed therefore.

2. Before starting any work for this Contract, the Contractor shall prepare and submit to the Landscape Architect for approval, a plan which indicates the traffic routing proposed by the Contractor during the various stages and time periods of the work and the temporary barricades, signs, cones, drums and other safety and traffic control devices to be employed during each stage and time period of the work to maintain traffic and access to abutting properties.

Particular care should be taken to establish and maintain methods and procedures which will not create unnecessary or unusual hazards to public safety. Traffic control and safety devices required only during working hour operations shall be removed at the end of each working day.

Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

All trenches with the right-of-way in pavements to remain shall be hot patched at the end of each work day as directed.

3. All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the contractor and shall be removed from the site and legally disposed of. No separate payment will be made for this work, but all costs in connection therewith shall be included in the bid price of this Contract.

#### 1.14 COORDINATION

1. Before commencing any work, or any phase of the work, the Contractor shall prepare a sequence of operations for all work under this Division, and shall submit it for approval by the Landscape Architect and Owner at a Pre-Construction Conference.
2. Before commencing any work, the Contractor shall consult with the Owner regarding any use of any facility, including, but not limited to, loading docks, parking areas, storage areas, etc., that may be required to prosecute the work.
3. If, in the judgement of the Landscape Architect, continued work under the approved sequence of operations may interfere with the operations of any other construction projects at any time during the progress of the work, the Landscape Architect may direct the Contractor to accelerate, interrupt, or cease work at particular points. The Contractor shall make reasonable changes in the sequence of operations to accommodate these directions, at no additional cost to the Owner.
4. The Contractor shall be responsible for the proper fitting of all work and the coordination of the operations of all trades, Subcontractors, or material and equipment engaged upon the work. He shall be prepared to guarantee each of his Subcontractors the dimensions which they may require for the fitting of their work to all surrounding work and shall perform or cause the subcontractors to perform all cutting, fitting or adjusting and patching necessary to make the several parts of the work come together properly and to fit the work to receive or be received by that of other Contractors.
5. The Contractor shall give his personal supervision to the work or have a competent superintendent on the job at all times during the progress of the work, with the authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expedition of his work.
6. The Contractor shall lay out his own work and shall be responsible for all lines, elevations and measurements of the grading, landscaping and other work executed by him under the Contract. He shall exercise proper precaution to verify the dimensions shown on the Drawings before laying out the work, and will be held responsible for any error resulting from his failure to exercise such precaution.
7. The Contractor's responsibility for the coordination of all work under the Contract shall be complete, and shall extend to all modifications in the work, whether or not such modifications entail a change in the Contract price. Where the Contract Documents allow an optional material or method, the Contractor shall provide all other coordination and additional work that such change necessitates, without any additional cost to the Owner.

#### 1.15 MEASUREMENTS

1. Before ordering any material or doing any work, the Contractor shall verify all measurements

and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the Drawings; any difference which may be found shall be submitted to the Landscape Architect, in writing, for consideration before proceeding with the work.

#### 1.16 CONDUCT OF WORK

1. The Contractor shall coordinate with the Owner and Landscape Architect, work in connection with adjacent occupied buildings or areas, driveways, walks or other facilities which would prevent access thereto or interrupt, restrict or otherwise infringe upon the Owner's use thereof.
2. Damage to existing work, if caused by Contractor's operations under this Contract, shall be repaired at Contractor's expense.
3. The Contract Site shall be shown on Drawings, and shall include the entire area bounded by the "Contractor's Work Area" or "Limit of Work" lines when required for performance of work under this Contract.
4. Any street or other paving, curbs and/or sidewalks damaged as the result of work under this Contract, whether within or outside of the limits of the work, shall be repaired and/or replaced with new matching construction by the Contractor causing such damage, at his expense, and in a manner satisfactory to the Landscape Architect and authorities having jurisdiction thereover.
5. Where existing curbs or walks are to remain, or after new curbs or walks are constructed and trucking is required over them, they shall be suitably protected in an approved manner.
6. The Contractor shall provide continuous, lawful, safe, adequate and convenient access to the site. Access to the site shall generally be via existing roadways and paved surfaces which the Contractor shall maintain and restore to original condition. Contractor shall construct and maintain in good usable condition temporary roads or appurtenances as required, and when no longer required, remove temporary construction and restore such areas to their original condition.

#### 1.17 CLEANING UP

- A. The following specific cleaning work shall be done:
  1. Concrete and masonry shall be cleaned free of all foreign matter. If, in opinion of the Landscape Architect, further cleaning of specific areas is required they shall be scrubbed with water or other cleaning agents. Acid cleaners shall not be used, except as may otherwise specifically be permitted in the trade sections.
  2. Surfaces with integral finishes shall be washed with clean water, mild soap and soft rags, thoroughly rinsed, and then wiped with clean, soft white rags. Abrasive cleansers shall not be used.
  3. Painted surfaces shall be cleaned free of all foreign matter, and if necessary, shall be lightly scrubbed at specific stains with clean water, mild soap, and soft rags thoroughly

- rinsed, and wiped with clean, soft white rags.
4. Metal surfaces, hardware, equipment, and similar items shall be cleaned free of all foreign matter and, if necessary, shall be lightly scrubbed at specific stains with clean water, mild soap, and soft rags, thoroughly rinsed and wiped with clean soft, white rags. Abrasive cleaners shall not be used.
  5. All advertising matter and temporary instructional material shall be removed from exposed surfaces throughout.

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

1. All of the Contract Documents, including General Conditions, Supplementary Conditions, and other Division 1 - General Requirements, apply to the work of this Section.
2. This Section contains general information that applies to all work performed under the Contract and is inherently made a part of each specification section.

1.02 PROJECT MEETINGS

1. Preconstruction Conferences: Conduct a preconstruction conference prior to beginning work on site. Require all major subcontractors and suppliers to attend. In general, the meeting shall cover the following subjects:
  1. Creation of project team directory listing contract person for each organization.
  2. Issuance of Contract Documents.
  3. Review of project constraints and work hours.
  4. Unloading policies, storage locations, temporary office locations, and temporary facilities.
  5. First aid, safety, and security procedures.
  6. Cleaning, housekeeping, and waste removal.
  7. Change order requirements.
  8. Progress payment requirements.
  9. Submittal requirements, schedules, and procedures.
  10. Record document requirements and procedures.
  11. Other subjects as determined by the Contractor, Owner, and Landscape Architect.
2. Regular Progress Meetings: Conduct Progress Meetings to aid coordination and planning of the work and to create a forum to resolve coordination and scheduling problems and conflicts. Regular project meetings will be held on a weekly basis at the job site. Special project meetings may be called at any time by the Owner or Landscape Architect, and shall be attended by the Contractor and any required Subcontractors.
  1. Chairperson and Minutes: The Landscape Architect will chair the meetings and will prepare written meeting minutes.
  2. The Contractor shall require representatives of all major subcontractors and supplies to attend each Progress Meeting as required,. Representatives of Contractor, Subcontractors, and suppliers who are present at Progress Meetings shall have the full authority to commit their respective organizations to decisions, commitments, and agreements made at Progress

Meetings.

3. Progress Meeting Agenda: Progress Meetings shall have at least the following agenda:
  1. Review and approval of minutes and record of previous meeting.
  2. Review progress of work, Progress Schedule, and status of Submittals.
  3. Identify problems which impede planned progress.
  4. Develop corrective measures and procedures to maintain planned schedule.
  5. Review apparent conflicts and other problems, and develop corrective measures.
  6. Monthly review of payment applications.
  7. Pre-installation discussions regarding specific project items.
  8. Other current business.

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Consult the individual sections of the specifications for the specific submittals required under those sections and for further details and descriptions of the requirements.

1.02 GENERAL PROCEDURES FOR SUBMITTALS

- A. **Timeliness** - The Contractor shall transmit each submittal to the Landscape Architect at least 5 days in advance of performing related Work or other applicable activities, so that the installation will not be delayed by processing times, including disapproval and re-submittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Landscape Architect in advance of the Work.
- B. **Sequence** - The Contractor shall transmit each submittal in a sequence which will not result in the approval having to be later modified or rescinded by reason of subsequent submittals which should have been processed earlier or concurrently for coordination.
- C. **Contractor's Review and Approval** - Only submittals received from and bearing the stamp of approval of the Contractor will be considered for review by the Landscape Architect. Submittals shall be accompanied by a transmittal notice stating name of Project, date of submittal, "To" or "From" (Contractor, Subcontractor, Installer, Manufacturer, Supplier), Specification Section or Drawing No. to which the submittal refers, purpose (first submittal, re-submittal), description, remarks, distribution record, and signature of transmitter.
- D. Any reference as to a specific type or manufacturer in these specifications is for identification purposes only. Equivalent products will be considered. In the event that samples or specifications on equivalent products are required, it will be at the vendor's expense.
- E. **Or-Equivalents** - On the transmittal, or on a separate sheet attached to the transmittal, the Contractor shall direct attention to any deviations including minor limitations and variations from the Contract Documents.
  - 1. The Contractor and all Subcontractors shall submit to the Landscape Architect for consideration of any Or-equivalent substitution, a written point by point comparison containing the name and full particulars of the proposed product to the product named or described in the Contract Documents.
  - 2. Such submittal shall in no event be made later than 5 calendar days prior to the incorporation of the item into the Work. In any case in which the time period specified in

the Contract Documents from the Notice to Proceed to Substantial Completion is less than 5 days, this requirement can be waived by the Landscape Architect.

3. Upon receipt of a written request for approval of an Or-equivalent substitution, the Landscape Architect shall investigate whether the proposed item shall be considered equal to the item named or described in the Contract Documents. Upon conclusion of the investigation, the Landscape Architect shall promptly advise that the item is, or is not, considered acceptable as an Or-equivalent substitution. Such written notice must have the concurrence of the Owner.
  4. In no case may an item be furnished on the Work other than the item named or described, unless the Landscape Architect, with the Authority's concurrence, shall consider the item equal to the item so named or described, as provided by M.G.L. c.30 § 39M.
  5. The equality of items offered as "equal" to items named or described shall be proved to the satisfaction of the Landscape Architect at the expense of the Contractor or Subcontractor submitting the substitution.
  6. The Landscape Architect and/or the Authority may require that full size samples of both the specified and proposed products be submitted for review and evaluation. The Contractor or Subcontractor, as the case may be, shall bear full cost for providing, delivering, and disposal of all such samples.
  7. The Contractor or Subcontractor, as the case may be, shall assume full responsibility for the performance of any item submitted as an "Or-equivalent" and assume the costs of any changes in any Work which may be due to such substitution.
- F. Processing - All costs for printing, preparing, packaging, submitting, resubmitting, and mailing, or delivering submittals required by this contract shall be included in the Contract Sum.

#### 1.03 LANDSCAPE ARCHITECT'S ACTION

- A. The Landscape Architect will review the Contractor's submittals and return them with one of the following actions recorded thereon by appropriate markings:
1. Final Unrestricted Release: Where marked "Reviewed, and no exception made" the Work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents.
  2. Final-But-Restricted Release: When marked "Make corrections as Noted" the Work may proceed provided it complies with the Landscape Architect's notations or corrections on the submittal and complies with the requirements of the Contract Documents. Acceptance of the Work will depend upon these compliances.
  3. Returned for Resubmittal: When marked "Revise & Resubmit" or "Reject", the Work



covered by the submittal (purchasing, fabrication, delivery, or other activity) should not proceed. The submittal should be revised or a new submittal resubmitted without delay, in accordance with the Landscape Architect's notations stating the reasons for returning the submittal.

#### 1.04 SUBMISSION OF SHOP DRAWINGS & PRODUCT DATA

- A. Shop Drawings shall be complete, give all information necessary or requested in the individual section of the specifications. They shall also show adjoining Work and details of connection thereto.
- B. Shop Drawings shall be for whole systems. Partial submissions will not be accepted.
- C. The Landscape Architect reserves the right to review and approve shop drawings only after approval of related product data and samples.
- D. Shop drawings shall be properly identified and contain the name of the project, name of the firm submitting the shop drawings, shop drawing number, date of shop drawings and revisions, Contractor's stamp of approval, and sufficient spaces near the title block for the Landscape Architect's stamp.
- E. The Contractor shall submit to the Landscape Architect one legible, reproducible transparency and two black line prints of each shop drawing. Transparency and prints shall be mailed or delivered in roll form. Each submittal shall be accompanied by a transmittal notice.
- F. When the transparency is returned by the Landscape Architect with the stamp "Revise and Resubmit" or "Rejected", the Contractor shall correct the original drawing or prepare a new drawing and resubmit a transparency and two prints thereof to the Landscape Architect for approval. This procedure shall be repeated until the Landscape Architect's approval is obtained.
- G. When the transparency is returned by the Landscape Architect with the stamp "Reviewed, and no exception taken", the Contractor shall provide and distribute the prints for all Contractor and Subcontractors use, and in addition submit, within 10 calendar days after approval, 5 prints to the Landscape Architect.
- H. The Contractor shall maintain one full set of approved shop drawings at the site.

#### 1.05 SUBMISSION OF SAMPLES

- A. Unless otherwise specified in the individual section, the Contractor shall submit two specimens of each sample.
- B. Samples shall be of adequate size to permit proper evaluation of materials. Where variations in color or in other characteristics are to be expected, samples shall show the maximum range of variation. Materials exceeding the variation of approved samples will not be approved on the

- Work.
- C. Samples which can be conveniently mailed shall be sent directly to the Landscape Architect, accompanied by a transmittal notice. All transmittals shall be stamped with the Contractor's approval stamp of the material submitted.
  - D. All other samples shall be delivered at the field office of the Project Representative with sample identification tag attached and properly filled in. Transmittal notice of samples so delivered with the Contractor's stamp of approval shall be mailed to the Landscape Architect.
  - E. If a sample is rejected by the Landscape Architect, a new sample shall be resubmitted in a manner specified herein above. This procedure shall be repeated until the sample is approved by the Landscape Architect.
  - F. Samples will not be returned unless return is requested at the time of submission. The right is reserved to require submission of samples whether or not particular mention is made in the specifications.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. The General Conditions of the Contract, Supplementary General Conditions and all other Sections of Division I, General Requirements apply to this section.
- B. The Contractor shall be responsible for providing and maintaining all temporary facilities until Substantial Completion. Removal of such, prior to Substantial Completion must be with the concurrence of the Landscape Architect. The Contractor bears full responsibility for re-providing any facility removed prior to Substantial Completion if required for the work.
- C. Removal of all temporary facilities shall be a condition precedent to Substantial Completion unless directed otherwise by the Landscape Architect or specifically noted in the Specifications.
- D. The Contractor must comply with all safety laws and regulations of the Commonwealth of Massachusetts, the United States Government, and local government agencies applicable to work under this contract. The Contractor's attention is directed to the Commonwealth of Massachusetts, Department of Labor and Industries Regulation 454 CMR.

1.02 TEMPORARY TELEPHONES

- A. Telephone service, in the form of a cellular phone and beeper, shall be available on site.
- B. The Contractor shall pay for the installation and removal of the foregoing temporary telephones and for all calls and charges in connection therewith.

1.03 TOILETS

- A. The Contractor shall provide portable bathroom facilities as required.

1.04 TEMPORARY CONSTRUCTION FENCE

- A. The Contractor shall be responsible for providing and maintaining temporary fencing or barricades around the construction as may be necessary to assure the safety of all persons authorized or unauthorized. Such protective measures shall be located and constructed as required by local, state and federal ordinances, laws, codes or regulations at no additional cost to the owner.

#### 1.05 TEMPORARY STRUCTURES AND MATERIAL HANDLING

- A. Materials shall be handled, stored, installed, cleaned, and protected in accordance with the best practice in the industry and, except where otherwise specified in the Contract Documents, in accordance with manufacturer's specifications and directions.

#### 1.06 TEMPORARY WATER

- A. The Contractor may make use of the available water supply at the site for construction purposes, provided the permission of the Owner is obtained beforehand and only as long as the water is not used wastefully.
- B. The Contractor shall provide all necessary piping and hoses to utilize the available sources of water.
- C. The Contractor shall provide an adequate supply of cool drinking water with individual drinking cups for personnel on the job.

#### 1.07 TEMPORARY ELECTRICITY

- A. The Contractor may make use of the electricity available at the site, metered and paid for by the Owner, provided that the Contractor shall supply proper adapters and extension cords. Where heavy duty electric equipment drawing current in excess of 15 amp. is involved, the Contractor shall provide temporary service to supply the power. The temporary electric service shall include, but not be limited to labor, materials, and equipment necessary to supply temporary power of adequate capacity for the project. Transformers and meters, when required by the power company, will be furnished by the power company and the Contractor shall be the costs therefore.
- B. Temporary electrical work shall be performed under the direct supervision of at least one master electrician, who will be present on the project at all times when such work is being performed.
- C. All lamps installed in permanent lighting fixtures and used as temporary lights during the construction period shall be removed and replaced shortly before Substantial Completion
- D. All temporary work shall be provided in conformity with the National Electric Code, State Laws and requirements of the power company. Particular attention is called to Commonwealth of Massachusetts, Department of Labor and Industries Regulation, 454CMR.
- E. The Contractor shall dismantle and completely remove from the project site, temporary electrical facilities only when the permanent electrical system is operational.

#### 1.08 WINTER CONDITIONS

1. The project will be completed after the months when winter conditions would be a factor. No winter conditions are contemplated.

END OF SECTION

SECTION 01 77 00

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. The General Conditions of the Contract, Supplementary General Conditions and all other Sections of Division I, General Requirements apply to this section.

1.02 RELATED DOCUMENTS

- A. This section supplements the General Conditions, Supplementary General Conditions and Div. 1.
- B. Consult the individual sections of the specifications for specific items required under those sections.

1.03 SUBSTANTIAL COMPLETION

- A. Prior to requesting Substantial Completion as provided in the General Conditions the Contractor shall make a thorough inspection of the Work. During this inspection the Contractor shall prepare a comprehensive list of all items remaining to be completed or corrected. This list shall include all remaining Contractor and Subcontractor items to be provided under the Contract Documents.
- B. Upon completion of the list, the Contractor shall notify, in writing, the Landscape Architect that the Work is Substantially Complete. The Landscape Architect shall then conduct a similar thorough inspection. If the Landscape Architect agrees that the Work is Substantially Complete, the Landscape Architect will promptly make a thorough inspection and prepare a monetized punch list, setting forth in accurate detail any items on the Contractor's list and additional items that are not acceptable or incomplete. The Contractor shall coordinate all Subcontractors to achieve prompt completion of the punch list.
- C. The Contractor shall not be relieved of the responsibility to provide Contract items left off of the Landscape Architect's punch list.
- D. If the Landscape Architect determines that the Work is not Substantially Complete, the Landscape Architect shall inform the Contractor of those items that must be completed before the Landscape Architect will prepare a monetized punch list. Upon completion of those items, the Contractor shall again request the Landscape Architect to prepare a punch list.

- E. When the punch list has been prepared, the Landscape Architect will arrange a meeting with the Contractor and Subcontractors to identify and explain all punch list items and answer questions on work which must be done before final acceptance.
- F. The Landscape Architect may revise the punch list, from time to time, to ensure that all items of Work are properly completed.
- G. The Landscape Architect shall prepare the Certificate of Substantial Completion in accordance with the General Conditions.

#### 1.04 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Prior to final payment and completion the Contractor shall provide all Operating Manuals and Maintenance Instructions as required by the Contract Documents and as requested by the Owner.
- B. Consult the individual sections of the specifications for the specific requirements for those sections and for further details and descriptions of the requirements.
- C. Operating Instructions and Manuals
  - 1. The Contractor shall collect all of the above instructions and copies of all approved submittals and bind them into two complete sets in three ring binders, and submit them to the Landscape Architect who will deliver them to the Owner.
  - 2. Submission of operating and maintenance instructions shall be a condition precedent to final payment.
- D. Instruction of Owner's Personnel
  - 1. Where specified in the individual sections of the specifications, the Contractor and Subcontractor shall instruct the Owner's personnel at the site, in the use and maintenance of equipment installed under the Contract.
  - 2. Submission to the Landscape Architect of a certificate of compliance to this requirement, signed by the Contractor and the Owner's Representative, shall be a condition precedent to final payment.

#### 1.05 FINAL COMPLETION

- A. Related Requirements

The Contractor's attention is directed to the General Conditions of the Contract.

- B. Final Completion

1. Within 30 days after Substantial Completion, if any of the items on the Landscape Architect's punch list are not complete or if the Contractor has not provided the appropriate Record Drawings, Operating Manuals, Warranties, Guarantees, or Spare Parts, the Landscape Architect may assign a monetary value for each incomplete item as well as any other items as provided by M.G.L. c.30 sec.39K.
2. The Contractor shall provide the Landscape Architect with a Notarized Contractor's Certificate and Release and an appropriate Application for Payment. This Application shall be for an amount equal to the remaining balance of the Contract less the amount of the Landscape Architect's monetized punch list and any other items as provided under M.G.L. c.30 sec.39K.
3. The Contractor shall complete all remaining Work in accordance with the provisions of the General Conditions of the Contract.
4. Upon completion of all remaining items, and after receipt of all appropriate Record Drawings, Operating Manuals, Warranties, Guarantees and Spare Parts required by the Contract Documents, The Contractor shall provide a notarized Contractor's Certificate and Release and a final Application for Payment to complement this closeout process.

END OF SECTION



SECTION 01 78 36

WARRANTIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

1. All of the Contract Documents, including General Conditions, Supplementary Conditions, and other Division 1 - General Requirements, apply to the work of this Section.
2. This Section contains general information that applies to all work performed under the Contract and is inherently made a part of each specification section.

1.02 WARRANTY REQUIREMENTS

1. Warranties Required: All materials, equipment, and work of the Project shall be covered by comprehensive written warranties. Refer to individual specification sections for additional specific warranty requirements. For work not specified to have additional specific warranty requirements or warranties longer than one year, provide a comprehensive one year written warranty signed by the Contractor and Subcontractor.
  1. Warranty Limitations: Warranties required under the Contract are in addition to and not in lieu of any remedy or warranty to which the Owner is entitled under law. Warranties required under the Contract shall not be interpreted as a waiver of any of the Owner's rights.
  2. Warranty Procurement: Do not purchase or subcontract for materials, equipment or work until it has been verified that parties required to provide and sign warranties are willing to do so and that warranty language, content, and form are approved by the Owner. Special warranty terms, conditions, and requirements are often specified. Ensure that warrantors subcontracting or purchasing the work.
  3. Warranties are Irrevocable: After a specific warranty's language, content, and form has been approved by the Owner and after the work covered by a specific warranty is subcontracted or purchase order given to a manufacturer, the warrantor shall not revoke or withhold the warranty for any reason including, without limitation, non-payment or incomplete payment by any party other than the Owner, except that if the work has not been installed in compliance with the warrantor's installation requirements, then the warranty may be temporarily withheld until corrections are made and the warrantor's installation requirements have been met.
  4. Warranty Forms: Submit written warranty forms to Owner through Landscape Architect for approval prior to award of subcontract, submission or purchase order, and execution of warranty. The manufacturer's standard warranty forms may not

comply with the requirements of the Contract Documents. Special warranty terms, conditions, and requirements are often specified and required.

1. **Standard Warranty Form:** In the absence of specific written permission by the Owner, provide all warranties including the Contractor's comprehensive one year warranty on fully executed copies of the "Standard Warranty Form" included in this Section.
5. **Executed Warranties:** Furnish original or certified copies of each executed warranty to Owner for warranty and maintenance manuals. Comply with requirements of Section 01720, Record Documents.
6. **Work Covered by Warranty:** Contractor and warrantor shall remove and replace other work damaged as a result of failure of warranted materials, equipment, or work, and shall remove and replace other work which must be removed and replaced to provide access to and replacement of materials, equipment, or work covered under warranty. Warranties shall include full payment to the Owner for work related to warranty repair or replacement including, without limitation, painting.
7. **Pro-Rated Warranties:** Unless otherwise specified or approved in writing by Owner, each warranty shall cover full cost of replacement or repair, and shall not be pro-rated on basis of useful service life or warranty period.
8. **Warranty Extensions:** Work repaired or replaced under warranty shall be provided with a new warranty equal to the full length of the original warranty. The new warranty shall begin on the date of Owner's acceptance and use of the replaced or repaired item.
9. **Warranty Effective Starting Date:** All warranties shall begin on Date of Final Acceptance of the entire project or Owner's acceptance of the work or item covered by the warranty, whichever is later, and the warranty coverage shall continue for the period specified. If no specific warranty period is specified, the warranty shall extend for two years (730 days).
10. **Contractor's Responsibilities for Warranties:** The Contractor shall implement and invoke all guarantees and warranties provided by subcontractors, manufacturers, material suppliers, and other parties, including warranties longer than one year duration. The Contractor shall make every effort to facilitate, expedite, and aid the Owner in warranty claims the Owner may have throughout the warranty periods.

END OF SECTION

SECTION 01 78 39  
RECORD DOCUMENTS

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. The General Conditions of the Contract, Supplementary General Conditions and all other Sections of Division I, General Requirements apply to this section.

1.02 RECORD DRAWINGS

- A. Record Drawings shall consist of all the Contract Drawings.
- B. From the sets of drawings furnished by the Owner, the Contractor shall reserve one set for record purposes. From this set, the Contractor shall detach and furnish, at no charge to all Subcontractors, the drawings of their portion of the Work for the same purpose.
- C. The Contractor and the above Subcontractors shall keep their record set on the site at all times and note on it in colored ink or pencil, neatly and accurately, at the end of each working day, the exact location of their work as actually installed. This shall include the location and dimensions of underground and concealed Work, and any variations from the Contract Drawings. All changes, including those issued by Addendum, Change Order or instructions by the Landscape Architect shall be recorded. Record Drawings shall be prepared for the entire project and include all Work.
- D. The Landscape Architect may periodically inspect the Record Drawings at the site. The proper and current maintenance of the information required on these drawings shall be a condition precedent to approval of the monthly requisitions for periodic payment.
- E. At Substantial Completion the Contractor shall submit the complete set of Record Drawings to the Landscape Architect. The Landscape Architect will review these drawings and return them to the Contractor with necessary comments.
- 6. Upon receipt of AUTOCAD compatible disk of the original contract drawings from the Landscape Architect, the Contractor and Subcontractors shall transfer the As-Built information shown on the Record Drawings. This electronic drafting shall be done by an experienced CAD operator and match the original Drawings.
- G. From the disks, the Contractor shall, at its own expense, prepare two sets of mylar transparencies, two microfilm copies, and one set of blue-line prints and then submit the transparencies, microfilm copies, and the blue-line prints to the Landscape Architect. Each sheet shall be clearly marked "Record Drawing" and bear the date of printing. Submission of accurate Record Drawings and their approval by the Landscape Architect shall be a condition precedent to final payment.

END OF SECTION

02 00 00  
EXISTING CONDITIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

1. All of the Contract Documents, including General Conditions, Supplementary Conditions, and other Division 1 - General Requirements, apply to the work of this Section.
2. This Section contains general information that applies to all work performed under the Contract and is inherently made a part of each specification section.

1.02 EXISTING CONDITIONS

1. Before submitting a bid, the Contractor shall make a thorough examination of the conditions at the site, checking the requirements of the Plans and Specifications with the existing site conditions.
2. No claim for extra compensation or extension of time will be allowed on account of the Contractor's failure to estimate properly the quantities, locations, and measurements of all items required to complete the work which could be discerned from visiting the site and a thorough review of bid documents, drawings and specifications.
3. The Contractor shall report any discrepancies to the Landscape Architect and request an interpretation prior to submission of bid.
4. Prior to any work, the Contractor shall contact Dig Safe (1-888-DIG-SAFE) to have utilities located and delineated.

1.03 SUBSURFACE DATA

1. Subbase soil testing has been completed and the results are attached to this Section. A sieve analysis is provided. Sieve analysis may be subject to interpretation and any conclusions drawn or generalizations made are the responsibility of the Contractor.

END OF SECTION

# ***GEOTECHNICAL REPORT***

## **BROCKSIDGE FIELD IMPROVEMENTS SWAMPSCOTT, MASSACHUSETTS**

July 21, 2016

**GSI Project No. 216190**

***Prepared for:***

Mr. Chris Huntress  
Huntress Sports  
17 Tewksbury Street  
Andover, MA 01810

***Prepared by:***

Geotechnical Services, Inc.  
55 North Stark Highway  
Weare, NH 03281

**Geotechnical Services Inc.**

Geotechnical Engineering ▴ Environmental Studies ▴ Materials Testing ▴ Construction Monitoring





July 21, 2016

Mr. Chris Huntress  
Huntress Sports  
17 Tewksbury Street  
Andover, MA 01810

Advanced via Email: [chris@huntressassociates.com](mailto:chris@huntressassociates.com)

**RE: Geotechnical Investigation Report  
Brocksidge Field Improvements  
Swampscott, Massachusetts  
GSI Project No. 216190**

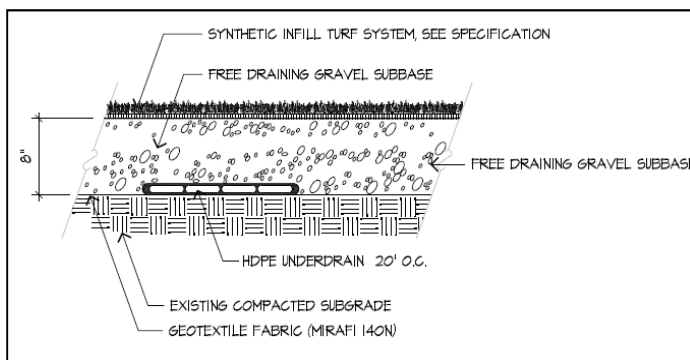
Dear Mr. Huntress:

Geotechnical Services, Inc. (GSI) is pleased to submit this report on the proposed design-development of a synthetic turf athletic field at the Brocksidge Field located in Swampscott, MA. The report consists of the subsurface data obtained through implementation of an exploration program, evaluation of the subsurface data, a summary of our understanding of the proposed development, and the results of an assessment for earthwork design options. In addition, issues identified as pertinent to the construction of the planned facilities are discussed. The work has been undertaken in accordance with our proposal letter, dated June 9, 2016 and your subsequent authorization. The content of this report is subject to the **Limitations** stated in Appendix A.

**PROJECT UNDERSTANDING**

The project site is located at 585 Humphrey Street in Swampscott, MA (See Figure 1, Project Locus). We understand that the planned athletic field renovation will replace the existing grass turf with a synthetic turf surface. The overall site is generally flat. We understand that the existing field was constructed in the mid to early 1900's apparently with fill soils over a wetlands/marsh area.

At the time this report was prepared, the proposed design of the synthetic turf system and the overall grading for the field has not been finalized for our review; however, we assume that the synthetic turf system will have a typical cross section shown in Detail 1 consisting of the synthetic turf infill, an 8-in. thick layer of free draining gravel subbase and a geotextile fabric placed over the existing subgrade soils. The grading for the new synthetic field is assumed to match that of the existing grades with the possibility of re-grading on the order of up to 2-ft (cut/fill).



**Detail 1 - Typical Synthetic Turf System**

**SUBSURFACE INVESTIGATION**

Eleven (11) geoprobes, designated as G-1 to G-11, were drilled at the site on June 30, 2016 by New England Boring Contractors located in Derry, NH. The probes were conducted using a Geoprobe soil probing machine which collects continuous 5-ft long soil samples. Soil samples were collected in lengths ranging from 10 to 15-ft below the existing grade. The Geoprobes were observed by the GSI engineer and the soils

encountered were classified in accordance with the Burmister Classification system. The approximate locations of the Geoprobes are shown on Figures 2, Exploration Location Plan. The finalized logs for the Geoprobes are included in Appendix B. Photographs of the collected soil samples were taken and are provided as Appendix C.

## **SUBSURFACE CONDITIONS**

The subsurface conditions encountered in the investigation indicate that the site is underlain by the following soil units/deposits, described in order of increasing depth:

**Surface Deposits:** Topsoil, Track Surface and Pavement were encountered at the ground surface. Topsoil was encountered in probes G-4 to G-7 and G-9. The topsoil was generally 6-in. to 2-ft in thickness. The pavement was encountered in probe G-10 and was about 1.5-in in thickness and the track surface, consisting of stone dust material was encountered in probes G-2, G-3, and G-8. The thickness for the track surface material was 9 to 12-in.

**Fill:** The Fill soils were encountered in all of the probes. The thickness of the Fill soils varies from about 4-ft to 8-ft across the site. The Fill soils generally consist of gray to brown fine to coarse SAND with varying amounts of gravel and silt. Isolated pockets of Coal Ash were encountered within the Fill soils in probes G-5 and G-10.

**Organic Soils:** Organic Soils were encountered in all the probes except G-3. The Organic Soils generally consisted of brown PEAT and occasional pockets of gray to brown organic SILT. The thickness of the Organic Soils varies from about 2 to 5-ft, in probes G-1 to G-4, G-, G-7, G-10 and G-11, to 7 to 8.5-ft, in probes G-5, G-8 and G-9.

**Clay:** Clay soils were encountered beneath the Organic Soils at depths ranging from 4-ft (G-3) to 14-ft (G-5, G-8) below the existing grade. The Clay soils generally consist of gray CLAY with occasional pockets of gray fine sand or gray silt. All the probes terminated within the Clay stratum.

**Groundwater:** Groundwater was observed in all of the probes. The groundwater was encountered at depth ranging from 1.6 to 2.5-ft below the existing grade. Groundwater levels should be expected to vary with season, precipitation, snowmelt, and other factors such as tidal fluctuations. As a result, groundwater levels encountered during construction may differ from those encountered in the explorations.

## **GEOTECHNICAL DESIGN RECOMMENDATIONS**

### **General**

As a general guideline, foundation design and construction must conform to the applicable provisions of the Massachusetts Building Code, 8<sup>th</sup> Edition (Building Code).

### **Athletic Field Subgrade**

Grading plans for the field renovation were not available at the time this report was prepared; however, we assume that minimal site grading (cutting and filling on the order of 2-ft or less) will be required to prepare the field and for the planned construction.

Considering the age of the existing field and our understanding that the field has not experienced any issues with settlement or differential settlements of the field surface, we anticipate that the existing fill soils will support the new turf field without having to excavate the organic soils encountered with depth beneath the field area.

We anticipate that the construction of the new athletic field will involve the following; stripping off the existing Topsoil, removing/relocating any existing utilities (drainage pipe, electric utilities and any other utilities), grading the field to the planned rough grade, proof-rolling the subgrade and constructing the synthetic turf system. The existing Fill soils are suitable for support of the synthetic turf system provided the subgrade is prepared using the recommendation provided herein.

## **CONSTRUCTION CONSIDERATIONS**

### **General**

In general, all excavation work, dewatering, and other construction activities should conform to the requirements of OSHA and all other applicable regulations. The site soils would typically be classified as Type C based on OSHA 29 CFR 1926.

### **Excavation**

Construction will involve stripping off the Topsoil, adding or cutting fill to achieve design grades and constructing the synthetic field. We anticipate that most of the site grading can be accomplished with conventional earth-moving equipment.



Temporary cut soil slopes should, typically, be stable if constructed no steeper than about 1.5H:1V. Some sloughing and raveling should be anticipated in temporary earth slopes.

**Construction Dewatering**

It is anticipated that during the general site work, some dewatering measures will be necessary to conduct the construction “in-the-dry.” The Contractor should take measures to prevent groundwater and stormwater from entering into excavated areas, and be prepared to remove ponded surface water by means of localized sumps and pumps. The Contractor should select whichever dewatering procedures may be effective to maintain dry, stable excavation bottoms. Tidal fluctuations may impact the groundwater levels at the site and create periodically high groundwater levels.

**Existing Utilities and Foundations of Former Structures**

Unknown and/or undocumented subsurface features, structures, and utilities may be present within the project site. The unknown structures and piping, along with the existing foundations and utilities for the existing seating structures, light poles, and associated construction debris should be anticipated during excavation work, and will need to be carefully removed to limit disturbance to underlying soil deposits and backfilled with compacted Granular Fill prior to construction of the planned field.

**Preparation and Protection of Bearing Surfaces**

Final excavation should be conducted in a manner that minimizes disturbance to the subgrade soils when excavating for bearing surfaces. All final excavation and construction should be conducted in-the-dry. We recommend that the exposed subgrade soils be observed in the field by a geotechnical engineer to confirm the projected soil bearing conditions. It may be necessary to over-excavate and replace weak, disturbed or otherwise unacceptable bearing materials.

Following excavation to bearing grades, exposed soil surfaces should be re-compacted (proofrolled) prior to placing engineered fill, with a minimum of four passes with a heavy vibratory roller or other heavy vibratory compaction equipment.

If subgrade protection difficulties are encountered due to surface or groundwater, various methods can be utilized:

- Leave subgrades high until immediately before construction of the turf field to minimize the time the subgrade is exposed.
- Use a smooth edged bucket to excavate to the bearing subgrade and eliminate proof-rolling activities.

Each such encounter is probably best resolved individually in the field upon observation of the subgrade conditions.

**Compaction**

Minimum compaction requirements refer to percentages of the maximum dry density determined in accordance with ASTM D1557. Recommended compaction requirements are as follows:

<u>Location</u>	<u>Minimum Compaction Requirements</u>
Beneath athletic field	95 %
Landscaped areas	90 % nominal compaction

**Filling and Backfilling**

Placement of compacted soil fills should not be conducted when air temperatures are low enough (approximately 30 degrees F, or below) to cause freezing of the moisture in the fill during or before placement. Fill materials should not be placed on snow, ice or uncompacted frozen soil. Compacted fill should not be placed on frozen soil. No fill should be allowed to freeze prior to compaction. At the end of each day's operations, the last lift of fill, after compaction, should be rolled by a smooth-wheeled roller to eliminate ridges of uncompacted soil.





**Soil Materials**

- **Granular Fill**

Granular Fill should consist of clean, sand and gravel, free of organic material, snow ice, or other objectionable materials and should be well-graded within the following limits:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
6 inch	100
No. 4	30-90
No. 40	10-50
No. 200	0-12

Granular Fill should be placed in 9-inch loose lift thickness, unless otherwise specified. Cobbles exceeding 6 inch in size should be screened and removed prior to compaction. Compaction equipment should be selected to meet the requirements of that particular location in earthwork operation, thus the Contractor should provide both vibratory and static rollers, as well as hand-guided vibratory plate compactors. Where vibratory plate compactor is used the loose lift thickness should not exceed 6 inch. A minimum of four systematic passes of the compaction equipment should be implemented to compact each lift.

**FUTURE STRUCTURES**

We understand that a new grandstand, bleachers and a utilities building are planned in a future phase of the development. The design recommendations for these structures should be evaluated based on the anticipated load requirements of their respective foundation systems. It may be necessary to conduct an additional subsurface investigation (test borings) to determine the anticipate soil bearing capacity and finalize the foundation system for the planned structures.

**CONSTRUCTION MONITORING**

It is recommended that a geotechnical engineer or technician qualified by training and experience be present during construction to:

- Confirm that soils used as fill and backfill are in accordance with the contract requirements.
- Observe and test placement and compaction of Granular Fill and other compacted fills.
- Observe preparation of field bearing surfaces.

Monitoring by experienced personnel will be important to the efficiency and integrity of the geotechnical aspects of the project construction. It is recommended that GSI be retained to provide the recommended monitoring services during construction. This will enable us to observe compliance with the design concepts, help resolve construction problems and to facilitate design changes in the event that subsurface conditions differ from those anticipated prior to the start of construction.

**PLAN REVIEW**


It is recommended that GSI be provided the opportunity to review the final plans in order to confirm that the recommendations made in this report were interpreted and implemented as intended.

**CLOSURE**

GSI appreciates the opportunity for participating in this early phase of the project, and looks forward to our continuing association during its subsequent phases towards its successful completion. In the mean time, please do not hesitate to contact us, if you have any questions on the content of this report.

Very truly yours,

**GEOTECHNICAL SERVICES, INC.**

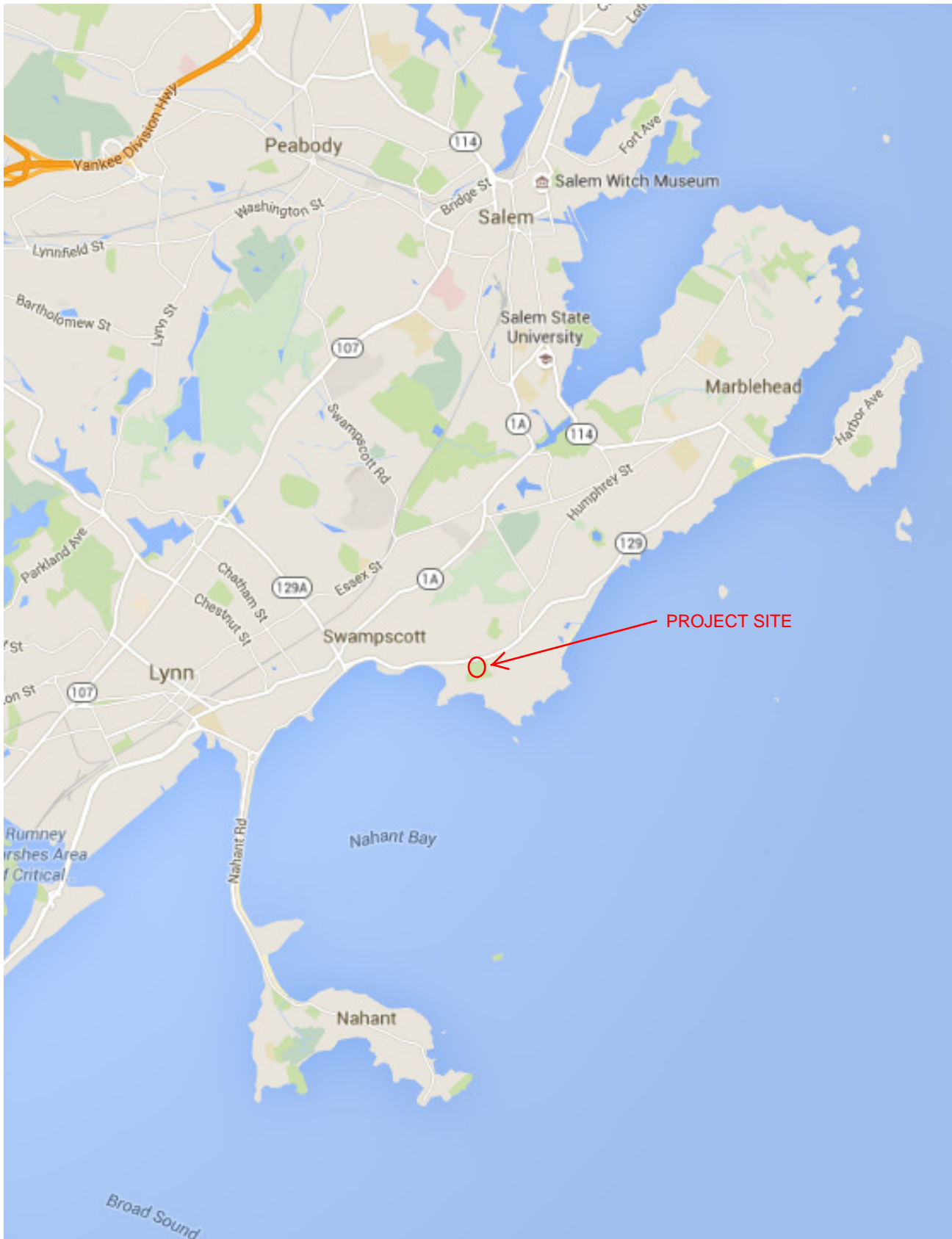
  
Glen V. Zolatz, P.E.  
Project Manager

Harry K. Wetherbee, P.E.  
Principal Engineer



Figure 1.	Project Locus
Figure 2.	Exploration Location Plan
Appendix A.	Limitations
Appendix B.	Geoprobe Logs
Appendix C.	Photographs






**FIGURE 1—PROJECT LOCUS**

**BLOCKSIDGE FIELD  
 SWAMPSCOTT, MA  
 GSI PROJECT NO. 216190**



**LEGEND:**

- 
**G-1**  
 GEOPROBE I.D. AND APPROXIMATE LOCATION
- 
**(MW)**  
 GROUNDWATER MONITORING WELL



**FIGURE 2—EXPLORATION LOCATION PLAN**

**BLOCKSIDGE FIELD  
 SWAMPSCOTT, MA  
 GSI PROJECT NO. 216190**

**APPENDIX A**  
**LIMITATIONS**



## LIMITATIONS

### Explorations

1. The analyses, recommendations and designs submitted in this report are based in part upon the data obtained from preliminary subsurface explorations. The nature and extent of variations between these explorations may not become evident until construction. If variations then appear evident, it will be necessary to re-evaluate the recommendations of this report.
2. The generalized soil profile described in the text is intended to convey trends in subsurface conditions. The boundaries between strata are approximate and idealized and have been developed by interpretation of widely spaced explorations and samples; actual soil transitions are probably more gradual. For specific information, refer to the individual test pit and/or boring logs.
3. Water level readings have been made in the test pits and/or test borings under conditions stated on the logs. These data have been reviewed and interpretations have been made in the text of this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, and other factors differing from the time the measurements were made.

### Review

4. It is recommended that this firm be given the opportunity to review final design drawings and specifications to evaluate the appropriate implementation of the recommendations provided herein.
5. In the event that any changes in the nature, design, or location of the proposed areas are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions of the report modified or verified in writing by Geotechnical Services, Inc.

### Construction

6. It is recommended that this firm be retained to provide geotechnical engineering services during the earthwork phases of the work. This is to observe compliance with the design concepts, specifications, and recommendations and to allow design changes in the event that subsurface conditions differ from those anticipated prior to the start of construction.

### Use of Report


7. This report has been prepared for the exclusive use of Huntress Sports in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made.
8. This report has been prepared for this project by Geotechnical Services, Inc. This report was completed for preliminary design purposes and may be limited in its scope to complete an accurate bid. Contractors wishing a copy of the report may secure it with the understanding that its scope is limited to evaluation considerations only.



**APPENDIX B**  
**GEOPROBE LOGS**



Geotechnical Services, Inc. 55 North Stark Highway Tel. 603.529.7766 Fax. 603.529.7080 30 Newbury Street, Boston, MA 02116 Tel. 617.455.4248 Fax. 617.745.4308

	TEST BORING LOG	<b>Boring No.</b> <b>G-1</b>
		<b>Page 1 of 1</b>

Project	Blockside Field	Project No.	216190	Elevation	N/A
Location	Swampscott, MA	Inspector	G. Zoladz	Datum	N/A
Client	Huntress Sports	Project Manager	G. Zoladz	Start	6/30/2016
Contractor	NEBC	Checked By	-	Finish	6/30/2016
Driller	C. Downing	Drill Rig	Geoprobe	Model	-

Item:	Auger	Casing	Sampler	Core Barrel	<input type="checkbox"/> Truck <input checked="" type="checkbox"/> Track <input type="checkbox"/> Bomb. <input type="checkbox"/> Tripod <input type="checkbox"/> Winch	<input type="checkbox"/> Skid <input type="checkbox"/> ATV <input checked="" type="checkbox"/> Geoprobe <input type="checkbox"/> Other <input type="checkbox"/> Cat Head	<b>Hammer Type:</b> <input type="checkbox"/> Safety Hammer <input type="checkbox"/> Doughnut <input type="checkbox"/> Automatic <input type="checkbox"/> Roller Bit <input type="checkbox"/> Cutting Head
Type	-	-	-	-			
Inside Diameter (in.)	-	-	-	-			
Hammer Weight (lb)	-	-	-	-			
Hammer Fall (in.)	-	-	-	-			

Depth (ft)	Casing (Blows/ft)	Sample Data							Soil-Rock Visual Classification and Description (Soils - Burmister System) (Rock - U.S. Corps of Engineers System)
		No.	Depth (ft)	Rec. (in.)	SPT (Blows/6-in.)	Rock RQD (%)	PID Rdg. (ppm)	Stratum Change (ft)	
0		G1	0-5	37					Gray to Brown, f/c SAND and SILT, little to trace fine gravel  <b>-FILL-</b>
5		G2	5-10	38				~6	Brown, PEAT  <b>-ORGANIC SOILS-</b>
10		G3	10-15	53				~8	Gray to Brown, CLAY with occasional seams of silt and fine sand  <b>-CLAY-</b>
15									Bottom of Exploration at 15-ft.
20									
25									


Water Level Data					<u>Sample Identification</u> O = Open Ended U = Undisturbed S = Split Spoon C = Rock Core G = Geoprobe	<u>Cohesive Soils N-Value</u> 0 to 2: Very Soft 2 to 4: Soft 4 to 8: Medium Stiff 8 to 15: Stiff 15 to 30 Very Stiff Over 30: Hard	<u>Granular Soils N-Value</u> 0 to 4: Very Loose 4 to 10: Loose 11 to 30: Medium Dense 31 to 50: Dense Over 50: Very Dense
Depth (ft) to:							
Date	Time	Bott. of Casing	Bott. of Hole	Water			
30-Jun	8:30			~2.3			

Trace (0 to 5%), Little (10 to 20%), Some (20 to 35%), And (35 to 50%)

Notes: **G-1**



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	TEST BORING LOG	<b>Boring No.</b> <b>G-2</b>
		<b>Page 1 of 1</b>

Project	Blockside Field	Project No.	216190	Elevation	N/A
Location	Swampscott, MA	Inspector	G. Zoladz	Datum	N/A
Client	Huntress Sports	Project Manager	G. Zoladz	Start	6/30/2016
Contractor	NEBC	Checked By	-	Finish	6/30/2016
Driller	C. Downing	Drill Rig	Geoprobe	Model	-

Item:	Auger	Casing	Sampler	Core Barrel	<input type="checkbox"/> Truck <input checked="" type="checkbox"/> Track <input type="checkbox"/> Bomb. <input type="checkbox"/> Tripod <input type="checkbox"/> Winch	<input type="checkbox"/> Skid <input type="checkbox"/> ATV <input checked="" type="checkbox"/> Geoprobe <input type="checkbox"/> Other <input type="checkbox"/> Cat Head	<input type="checkbox"/> Roller Bit <input type="checkbox"/> Cutting Head	<b>Hammer Type:</b> <input type="checkbox"/> Safety Hammer <input type="checkbox"/> Doughnut <input type="checkbox"/> Automatic
Type	-	-	-	-				
Inside Diameter (in.)	-	-	-	-				
Hammer Weight (lb)	-	-	-	-				
Hammer Fall (in.)	-	-	-	-				


Depth (ft)	Casing (Blows/ft)	Sample Data							Stratum Change (ft)	Soil-Rock Visual Classification and Description (Soils - Burmister System) (Rock - U.S. Corps of Engineers System)
		No.	Depth (ft)	Rec. (in.)	SPT (Blows/6-in.)	Rock RQD (%)	PID Rdg. (ppm)			
0		G1	0-5	35					0.8	Stone Dust (Track Surface)
										Gray/Brown, f/c SAND, some fine gravel, little silt
										<b>-FILL-</b>
5		G2	5-10	38					~7	Brown, PEAT
										<b>-ORGANIC SOILS-</b>
10		G3	10-15	31					~10	Dark gray, SILT, little organics
									~11.5	<b>-ORGANIC SOILS-</b>
										Gray, CLAY
										<b>-CLAY-</b>
15										Bottom of Exploration at 15-ft.
20										
25										

Water Level Data					<u>Sample Identification</u> O = Open Ended U = Undisturbed S = Split Spoon C = Rock Core G = Geoprobe	<u>Cohesive Soils N-Value</u> 0 to 2: Very Soft 2 to 4: Soft 4 to 8: Medium Stiff 8 to 15: Stiff 15 to 30 Very Stiff Over 30: Hard	<u>Granular Soils N-Value</u> 0 to 4: Very Loose 4 to 10: Loose 11 to 30: Medium Dense 31 to 50: Dense Over 50: Very Dense
Depth (ft) to:							
Date	Time	Bott. of Casing	Bott. of Hole	Water			
30-Jun	9:10			~2.2			

Trace (0 to 5%), Little (10 to 20%), Some (20 to 35%), And (35 to 50%)

Notes: **G-2**

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	TEST BORING LOG	<b>Boring No.</b> <b>G-3</b>
		<b>Page 1 of 1</b>

Project	Blockside Field	Project No.	216190	Elevation	N/A
Location	Swampscott, MA	Inspector	G. Zoladz	Datum	N/A
Client	Huntress Sports	Project Manager	G. Zoladz	Start	6/30/2016
Contractor	NEBC	Checked By	-	Finish	6/30/2016
Driller	C. Downing	Drill Rig	Geoprobe	Model	-


Item:	Auger	Casing	Sampler	Core Barrel	<input type="checkbox"/> Truck <input checked="" type="checkbox"/> Track <input type="checkbox"/> Bomb. <input type="checkbox"/> Tripod <input type="checkbox"/> Winch	<input type="checkbox"/> Skid <input type="checkbox"/> ATV <input checked="" type="checkbox"/> Geoprobe <input type="checkbox"/> Other <input type="checkbox"/> Cat Head	<input type="checkbox"/> Roller Bit <input type="checkbox"/> Cutting Head	<b>Hammer Type:</b> <input type="checkbox"/> Safety Hammer <input type="checkbox"/> Doughnut <input type="checkbox"/> Automatic
Type	-	-	-	-				
Inside Diameter (in.)	-	-	-	-				
Hammer Weight (lb)	-	-	-	-				
Hammer Fall (in.)	-	-	-	-				

Depth (ft)	Casing (Blows/ft)	Sample Data							Stratum Change (ft)	Soil-Rock Visual Classification and Description (Soils - Burmister System) (Rock - U.S. Corps of Engineers System)
		No.	Depth (ft)	Rec. (in.)	SPT (Blows/6-in.)	Rock RQD (%)	PID Rdg. (ppm)			
0		G1	0-5	46					0.8 Stone Dust (Track Surface)	
									~4 Gray/brown, f/c SAND, little silt, trace coal ash, coal pieces <b>-FILL-</b>	
5		G2	5-10	55					Gray/brown, mottled CLAY <b>-CLAY-</b>	
10									Bottom of exploration at 10-ft.	
15										
20										
25										

Water Level Data					<b>Sample Identification</b> O = Open Ended U = Undisturbed S = Split Spoon C = Rock Core G = Geoprobe	<b>Cohesive Soils N-Value</b> 0 to 2: Very Soft 2 to 4: Soft 4 to 8: Medium Stiff 8 to 15: Stiff 15 to 30 Very Stiff Over 30: Hard	<b>Granular Soils N-Value</b> 0 to 4: Very Loose 4 to 10: Loose 11 to 30: Medium Dense 31 to 50: Dense Over 50: Very Dense
Date	Time	Depth (ft) to:					
		Bott. of Casing	Bott. of Hole	Water			
30-Jun	9:40			~2.5			

Notes: Trace (0 to 5%), Little (10 to 20%), Some (20 to 35%), And (35 to 50%) **G-3**

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	TEST BORING LOG	<b>Boring No.</b> <b>G-4</b>
		<b>Page 1 of 1</b>

Project	Blockside Field	Project No.	216190	Elevation	N/A
Location	Swampscott, MA	Inspector	G. Zoladz	Datum	N/A
Client	Huntress Sports	Project Manager	G. Zoladz	Start	6/30/2016
Contractor	NEBC	Checked By	-	Finish	6/30/2016
Driller	C. Downing	Drill Rig	Geoprobe	Model	-

Item:	Auger	Casing	Sampler	Core Barrel	<input type="checkbox"/> Truck	<input type="checkbox"/> Skid	<b>Hammer Type:</b> <input type="checkbox"/> Safety Hammer <input type="checkbox"/> Doughnut <input type="checkbox"/> Automatic	
Type	-	-	-	-	<input checked="" type="checkbox"/> Track	<input type="checkbox"/> ATV		
Inside Diameter (in.)	-	-	-	-	<input type="checkbox"/> Bomb.	<input checked="" type="checkbox"/> Geoprobe		
Hammer Weight (lb)	-	-	-	-	<input type="checkbox"/> Tripod	<input type="checkbox"/> Other		
Hammer Fall (in.)	-	-	-	-	<input type="checkbox"/> Winch	<input type="checkbox"/> Cat Head		<input type="checkbox"/> Roller Bit


Depth (ft)	Casing (Blows/ft)	Sample Data						Stratum Change (ft)	Soil-Rock Visual Classification and Description (Soils - Burmister System) (Rock - U.S. Corps of Engineers System)
		No.	Depth (ft)	Rec. (in.)	SPT (Blows/6-in.)	Rock RQD (%)	PID Rdg. (ppm)		
0		G1	0-5	44				~0.9	Topsoil
									Dark brown, f/c SAND, little silt, tr. coal ash
									<b>-FILL-</b>
5		G2	5-10	24				~6.5	Brown PEAT
									<b>-ORGANIC SOILS-</b>
10		G3	10-15	35				~10	Gray, SILT
								~11.5	Gray, CLAY
									<b>-CLAY-</b>
									<b>-CLAY-</b>
15									Bottom of Exploration at 15-ft.
20									
25									

Water Level Data					<b>Sample Identification</b> O = Open Ended U = Undisturbed S = Split Spoon C = Rock Core G = Geoprobe	<b>Cohesive Soils N-Value</b> 0 to 2: Very Soft 2 to 4: Soft 4 to 8: Medium Stiff 8 to 15: Stiff 15 to 30 Very Stiff Over 30: Hard	<b>Granular Soils N-Value</b> 0 to 4: Very Loose 4 to 10: Loose 11 to 30: Medium Dense 31 to 50: Dense Over 50: Very Dense
Depth (ft) to:							
Date	Time	Bott. of Casing	Bott. of Hole	Water			
30-Jun	11:15			~2.5			

Trace (0 to 5%), Little (10 to 20%), Some (20 to 35%), And (35 to 50%)

Notes: **G-4**

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	TEST BORING LOG	<b>Boring No.</b> <b>G-5</b>
		<b>Page 1 of 1</b>

Project	Blockside Field	Project No.	216190	Elevation	N/A
Location	Swampscott, MA	Inspector	G. Zoladz	Datum	N/A
Client	Huntress Sports	Project Manager	G. Zoladz	Start	6/30/2016
Contractor	NEBC	Checked By	-	Finish	6/30/2016
Driller	C. Downing	Drill Rig	Geoprobe	Model	-

Item:	Auger	Casing	Sampler	Core Barrel	<input type="checkbox"/> Truck <input type="checkbox"/> Skid <input checked="" type="checkbox"/> Track <input type="checkbox"/> ATV <input type="checkbox"/> Bomb. <input checked="" type="checkbox"/> Geoprobe <input type="checkbox"/> Tripod <input type="checkbox"/> Other			<b>Hammer Type:</b> <input type="checkbox"/> Safety Hammer <input type="checkbox"/> Doughnut <input type="checkbox"/> Automatic
Type	-	-	-	-	<input type="checkbox"/> Winch <input type="checkbox"/> Cat Head <input type="checkbox"/> Roller Bit <input type="checkbox"/> Cutting Head			
Inside Diameter (in.)	-	-	-	-				
Hammer Weight (lb)	-	-	-	-				
Hammer Fall (in.)	-	-	-	-				


Depth (ft)	Casing (Blows/ft)	Sample Data							Soil-Rock Visual Classification and Description (Soils - Burmister System) (Rock - U.S. Corps of Engineers System)
		No.	Depth (ft)	Rec. (in.)	SPT (Blows/6-in.)	Rock RQD (%)	PID Rdg. (ppm)	Stratum Change (ft)	
0		G1	0-5	46					Topsoil  <b>-TOPSOIL-</b>
								~2.1	Dark gray, f/c SAND, tr. silt, coal ash  <b>-FILL-</b>
5		G2	5-10	24					
								~6.5	Brown, PEAT  <b>-ORGANIC SOILS-</b>
10		G3	10-15	29					
								~14	Gray, SILT and CLAY  <b>-CLAY-</b>
15									Bottom of Exploration at 15-ft.
20									
25									

Water Level Data					<b>Sample Identification</b> O = Open Ended U = Undisturbed S = Split Spoon C = Rock Core G = Geoprobe	<b>Cohesive Soils N-Value</b> 0 to 2: Very Soft 2 to 4: Soft 4 to 8: Medium Stiff 8 to 15: Stiff 15 to 30 Very Stiff Over 30: Hard	<b>Granular Soils N-Value</b> 0 to 4: Very Loose 4 to 10: Loose 11 to 30: Medium Dense 31 to 50: Dense Over 50: Very Dense
Depth (ft) to:							
Date	Time	Bott. of Casing	Bott. of Hole	Water			
30-Jun	10:50			~2.5			

Trace (0 to 5%), Little (10 to 20%), Some (20 to 35%), And (35 to 50%)

Notes: **G-5**

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	TEST BORING LOG	<b>Boring No.</b> <b>G-6</b>
		Page 1 of 1

Project	Blockside Field	Project No.	216190	Elevation	N/A
Location	Swampscott, MA	Inspector	G. Zoladz	Datum	N/A
Client	Huntress Sports	Project Manager	G. Zoladz	Start	6/30/2016
Contractor	NEBC	Checked By	-	Finish	6/30/2016
Driller	C. Downing	Drill Rig	Geoprobe	Model	-


Item:	Auger	Casing	Sampler	Core Barrel	<input type="checkbox"/> Truck <input checked="" type="checkbox"/> Track <input type="checkbox"/> Bomb. <input type="checkbox"/> Tripod <input type="checkbox"/> Winch	<input type="checkbox"/> Skid <input type="checkbox"/> ATV <input checked="" type="checkbox"/> Geoprobe <input type="checkbox"/> Other <input type="checkbox"/> Cat Head	<input type="checkbox"/> Roller Bit <input type="checkbox"/> Cutting Head	<b>Hammer Type:</b> <input type="checkbox"/> Safety Hammer <input type="checkbox"/> Doughnut <input type="checkbox"/> Automatic
Type	-	-	-	-				
Inside Diameter (in.)	-	-	-	-				
Hammer Weight (lb)	-	-	-	-				
Hammer Fall (in.)	-	-	-	-				

Depth (ft)	Casing (Blows/ft)	Sample Data						Stratum Change (ft)	Soil-Rock Visual Classification and Description (Soils - Burmister System) (Rock - U.S. Corps of Engineers System)
		No.	Depth (ft)	Rec. (in.)	SPT (Blows/6-in.)	Rock RQD (%)	PID Rdg. (ppm)		
0		G1	0-5	40				1.1 Topsoil	
								Black to Brown, f/c SAND, little silt <b>-FILL-</b>	
5		G2	5-10	19				~5 Brown PEAT <b>-ORGANIC SOILS-</b>	
								~9.5 Gray CLAY <b>-CLAY-</b>	
10								Bottom of exploration at 10-ft.	
15									
20									
25									

Water Level Data					<b>Sample Identification</b> O = Open Ended U = Undisturbed S = Split Spoon C = Rock Core G = Geoprobe	<b>Cohesive Soils N-Value</b> 0 to 2: Very Soft 2 to 4: Soft 4 to 8: Medium Stiff 8 to 15: Stiff 15 to 30 Very Stiff Over 30: Hard	<b>Granular Soils N-Value</b> 0 to 4: Very Loose 4 to 10: Loose 11 to 30: Medium Dense 31 to 50: Dense Over 50: Very Dense
Date	Time	Depth (ft) to:					
		Bott. of Casing	Bott. of Hole	Water			
30-Jun	10:30			~2.5			

Notes: Trace (0 to 5%), Little (10 to 20%), Some (20 to 35%), And (35 to 50%) **G-6**

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	TEST BORING LOG	<b>Boring No.</b> <b>G-7</b>
		<b>Page 1 of 1</b>

Project	Blockside Field	Project No.	216190	Elevation	N/A
Location	Swampscott, MA	Inspector	G. Zoladz	Datum	N/A
Client	Huntress Sports	Project Manager	G. Zoladz	Start	6/30/2016
Contractor	NEBC	Checked By	-	Finish	6/30/2016
Driller	C. Downing	Drill Rig	Geoprobe	Model	-

Item:	Auger	Casing	Sampler	Core Barrel	<input type="checkbox"/> Truck <input type="checkbox"/> Skid <input checked="" type="checkbox"/> Track <input type="checkbox"/> ATV <input type="checkbox"/> Bomb. <input checked="" type="checkbox"/> Geoprobe <input type="checkbox"/> Tripod <input type="checkbox"/> Other	<b>Hammer Type:</b> <input type="checkbox"/> Safety Hammer <input type="checkbox"/> Doughnut <input type="checkbox"/> Automatic
Type	-	-	-	-		
Inside Diameter (in.)	-	-	-	-		
Hammer Weight (lb)	-	-	-	-		
Hammer Fall (in.)	-	-	-	-	<input type="checkbox"/> Winch <input type="checkbox"/> Cat Head <input type="checkbox"/> Roller Bit <input type="checkbox"/> Cutting Head	


Depth (ft)	Casing (Blows/ft)	Sample Data						Soil-Rock Visual Classification and Description (Soils - Burmister System) (Rock - U.S. Corps of Engineers System)	
		No.	Depth (ft)	Rec. (in.)	SPT (Blows/6-in.)	Rock RQD (%)	PID Rdg. (ppm)		
0		G1	0-5	35				0.5	Topsoil
								1.1	Gray, f/m SAND
								2.1	Gray, f/c SAND and fine GRAVEL, little silt
									Gray/brown, SILT, little f/m sand
5		G2	5-10	35				~6	<b>-FILL-</b>
									Brown, PEAT
									<b>-ORGANIC SOILS-</b>
10		G3	10-15	54				~9	Gray to gray/brown, CLAY
									<b>-CLAY-</b>
15									Bottom of Exploration at 15-ft.
20									
25									

Water Level Data					<u>Sample Identification</u> O = Open Ended U = Undisturbed S = Split Spoon C = Rock Core G = Geoprobe	<u>Cohesive Soils N-Value</u> 0 to 2: Very Soft 2 to 4: Soft 4 to 8: Medium Stiff 8 to 15: Stiff 15 to 30 Very Stiff Over 30: Hard	<u>Granular Soils N-Value</u> 0 to 4: Very Loose 4 to 10: Loose 11 to 30: Medium Dense 31 to 50: Dense Over 50: Very Dense
Depth (ft) to:							
Date	Time	Bott. of Casing	Bott. of Hole	Water			
30-Jun	8:12			~2.3			

Trace (0 to 5%), Little (10 to 20%), Some (20 to 35%), And (35 to 50%)

Notes: **G-7**

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	TEST BORING LOG	<b>Boring No.</b> <b>G-8</b>
		<b>Page 1 of 1</b>

Project	Blockside Field	Project No.	216190	Elevation	N/A
Location	Swampscott, MA	Inspector	G. Zoladz	Datum	N/A
Client	Huntress Sports	Project Manager	G. Zoladz	Start	6/30/2016
Contractor	NEBC	Checked By	-	Finish	6/30/2016
Driller	C. Downing	Drill Rig	Geoprobe	Model	-


Item:	Auger	Casing	Sampler	Core Barrel	<input type="checkbox"/> Truck <input checked="" type="checkbox"/> Track <input type="checkbox"/> Bomb. <input type="checkbox"/> Tripod <input type="checkbox"/> Winch	<input type="checkbox"/> Skid <input type="checkbox"/> ATV <input checked="" type="checkbox"/> Geoprobe <input type="checkbox"/> Other <input type="checkbox"/> Cat Head	<input type="checkbox"/> Roller Bit <input type="checkbox"/> Cutting Head	<b>Hammer Type:</b> <input type="checkbox"/> Safety Hammer <input type="checkbox"/> Doughnut <input type="checkbox"/> Automatic
Type	-	-	-	-				
Inside Diameter (in.)	-	-	-	-				
Hammer Weight (lb)	-	-	-	-				
Hammer Fall (in.)	-	-	-	-				

Depth (ft)	Casing (Blows/ft)	Sample Data						Stratum Change (ft)	Soil-Rock Visual Classification and Description (Soils - Burmister System) (Rock - U.S. Corps of Engineers System)
		No.	Depth (ft)	Rec. (in.)	SPT (Blows/6-in.)	Rock RQD (%)	PID Rdg. (ppm)		
0		G1	0-5	41				~1	Stone Dust (Track Surface)
									Gray to dark brown, f/c SAND, little fine gravel, silt  <b>-FILL-</b>
5		G2	5-10	29				~7	Dark brown/black, PEAT, wood fibers  <b>-ORGANIC SOILS-</b>
									Dark br., SILT and PEAT
10		G3	10-15	44				~14	Gray, f/m SAND (Clay at tip)  <b>-CLAY-</b>
									Bottom of Exploration at 15-ft.
15									
20									
25									

Water Level Data					<b>Sample Identification</b> O = Open Ended U = Undisturbed S = Split Spoon C = Rock Core G = Geoprobe	<b>Cohesive Soils N-Value</b> 0 to 2: Very Soft 2 to 4: Soft 4 to 8: Medium Stiff 8 to 15: Stiff 15 to 30 Very Stiff Over 30: Hard	<b>Granular Soils N-Value</b> 0 to 4: Very Loose 4 to 10: Loose 11 to 30: Medium Dense 31 to 50: Dense Over 50: Very Dense
Date	Time	Depth (ft) to:					
		Bott. of Casing	Bott. of Hole	Water			
30-Jun	11:40			~2			

Notes: Trace (0 to 5%), Little (10 to 20%), Some (20 to 35%), And (35 to 50%) **G-8**

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	TEST BORING LOG	<b>Boring No.</b> <b>G-9</b>
		<b>Page 1 of 1</b>

Project	Blockside Field	Project No.	216190	Elevation	N/A
Location	Swampscott, MA	Inspector	G. Zoladz	Datum	N/A
Client	Huntress Sports	Project Manager	G. Zoladz	Start	6/30/2016
Contractor	NEBC	Checked By	-	Finish	6/30/2016
Driller	C. Downing	Drill Rig	Geoprobe	Model	-

Item:	Auger	Casing	Sampler	Core Barrel	<input type="checkbox"/> Truck <input checked="" type="checkbox"/> Track <input type="checkbox"/> Bomb. <input type="checkbox"/> Tripod <input type="checkbox"/> Winch	<input type="checkbox"/> Skid <input type="checkbox"/> ATV <input checked="" type="checkbox"/> Geoprobe <input type="checkbox"/> Other <input type="checkbox"/> Cat Head	<input type="checkbox"/> Roller Bit <input type="checkbox"/> Cutting Head	<b>Hammer Type:</b> <input type="checkbox"/> Safety Hammer <input type="checkbox"/> Doughnut <input type="checkbox"/> Automatic
Type	-	-	-	-				
Inside Diameter (in.)	-	-	-	-				
Hammer Weight (lb)	-	-	-	-				
Hammer Fall (in.)	-	-	-	-				


Depth (ft)	Casing (Blows/ft)	Sample Data						Stratum Change (ft)	Soil-Rock Visual Classification and Description (Soils - Burmister System) (Rock - U.S. Corps of Engineers System)
		No.	Depth (ft)	Rec. (in.)	SPT (Blows/6-in.)	Rock RQD (%)	PID Rdg. (ppm)		
0		G1	0-5	31				0.5	Topsoil Gray/brown, f/c SAND, little fine gravel, silt  <b>-FILL-</b>
5		G2	5-10	14				~5	Brown, PEAT  <b>-ORGANIC SOILS-</b>
10		G3	10-15	8				~13	Gray, CLAY  <b>-CLAY-</b>
15									Bottom of Exploration at 15-ft.  1-in. I.D. PVC Slotted Screen Well installed in completed probe .
20									
25									

Water Level Data					<b>Sample Identification</b> O = Open Ended U = Undisturbed S = Split Spoon C = Rock Core G = Geoprobe	<b>Cohesive Soils N-Value</b> 0 to 2: Very Soft 2 to 4: Soft 4 to 8: Medium Stiff 8 to 15: Stiff 15 to 30 Very Stiff Over 30: Hard	<b>Granular Soils N-Value</b> 0 to 4: Very Loose 4 to 10: Loose 11 to 30: Medium Dense 31 to 50: Dense Over 50: Very Dense
Date	Time	Depth (ft) to:					
		Bott. of Casing	Bott. of Hole	Water			
30-Jun	10:00			~1.8			

Notes: Trace (0 to 5%), Little (10 to 20%), Some (20 to 35%), And (35 to 50%) **G-9**



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	TEST BORING LOG	<b>Boring No.</b> <b>G-10</b>
		<b>Page 1 of 1</b>

Project	Blockside Field	Project No.	216190	Elevation	N/A
Location	Swampscott, MA	Inspector	G. Zoladz	Datum	N/A
Client	Huntress Sports	Project Manager	G. Zoladz	Start	6/30/2016
Contractor	NEBC	Checked By	-	Finish	6/30/2016
Driller	C. Downing	Drill Rig	Geoprobe	Model	-


Item:	Auger	Casing	Sampler	Core Barrel	<input type="checkbox"/> Truck <input checked="" type="checkbox"/> Track <input type="checkbox"/> Bomb. <input type="checkbox"/> Tripod <input type="checkbox"/> Winch	<input type="checkbox"/> Skid <input type="checkbox"/> ATV <input checked="" type="checkbox"/> Geoprobe <input type="checkbox"/> Other <input type="checkbox"/> Cat Head	<input type="checkbox"/> Roller Bit <input type="checkbox"/> Cutting Head	<b>Hammer Type:</b> <input type="checkbox"/> Safety Hammer <input type="checkbox"/> Doughnut <input type="checkbox"/> Automatic
Type	-	-	-	-				
Inside Diameter (in.)	-	-	-	-				
Hammer Weight (lb)	-	-	-	-				
Hammer Fall (in.)	-	-	-	-				

Depth (ft)	Casing (Blows/ft)	Sample Data						Stratum Change (ft)	Soil-Rock Visual Classification and Description (Soils - Burmister System) (Rock - U.S. Corps of Engineers System)
		No.	Depth (ft)	Rec. (in.)	SPT (Blows/6-in.)	Rock RQD (%)	PID Rdg. (ppm)		
0		G1	0-5	41				1.5-in. Asphalt Pavement Gray, f/m SAND, tr. c-sand	
							~1.8	Gray/br., f/c SAND, little silt	
5		G2	5-10	43				<b>-FILL-</b>	
							~7	Black COAL ASH	
							~8	Brown, PEAT	
10		G3	10-15	28				<b>-ORGANIC SOILS-</b>	
							~12	Gray, fine SAND, Clay in tip	
15								<b>-CLAY-</b>	
20								Bottom of Exploration at 15-ft.	
25									

Water Level Data					<b>Sample Identification</b> O = Open Ended U = Undisturbed S = Split Spoon C = Rock Core G = Geoprobe	<b>Cohesive Soils N-Value</b> 0 to 2: Very Soft 2 to 4: Soft 4 to 8: Medium Stiff 8 to 15: Stiff 15 to 30 Very Stiff Over 30: Hard	<b>Granular Soils N-Value</b> 0 to 4: Very Loose 4 to 10: Loose 11 to 30: Medium Dense 31 to 50: Dense Over 50: Very Dense
Depth (ft) to:							
Date	Time	Bott. of Casing	Bott. of Hole	Water			
30-Jun	12:30			~2			

Notes: Trace (0 to 5%), Little (10 to 20%), Some (20 to 35%), And (35 to 50%) **G-10**

Geotechnical Services, Inc. 55 North Stark Highway Tel. 603.529.7766 Fax. 603.529.7080 30 Newbury Street, Boston, MA 02116 Tel. 617.455.4248 Fax. 617.745.4308

	TEST BORING LOG	<b>Boring No.</b> <b>G-11</b>
		<b>Page 1 of 1</b>

Project	Blockside Field	Project No.	216190	Elevation	N/A
Location	Swampscott, MA	Inspector	G. Zoladz	Datum	N/A
Client	Huntress Sports	Project Manager	G. Zoladz	Start	6/30/2016
Contractor	NEBC	Checked By	-	Finish	6/30/2016
Driller	C. Downing	Drill Rig	Geoprobe	Model	-

Item:	Auger	Casing	Sampler	Core Barrel	<input type="checkbox"/> Truck <input checked="" type="checkbox"/> Track <input type="checkbox"/> Bomb. <input type="checkbox"/> Tripod <input type="checkbox"/> Winch	<input type="checkbox"/> Skid <input type="checkbox"/> ATV <input checked="" type="checkbox"/> Geoprobe <input type="checkbox"/> Other <input type="checkbox"/> Cat Head	<input type="checkbox"/> Roller Bit <input type="checkbox"/> Cutting Head	<b>Hammer Type:</b> <input type="checkbox"/> Safety Hammer <input type="checkbox"/> Doughnut <input type="checkbox"/> Automatic
Type	-	-	-	-				
Inside Diameter (in.)	-	-	-	-				
Hammer Weight (lb)	-	-	-	-				
Hammer Fall (in.)	-	-	-	-				

Depth (ft)	Casing (Blows/ft)	Sample Data							Stratum Change (ft)	Soil-Rock Visual Classification and Description (Soils - Burmister System) (Rock - U.S. Corps of Engineers System)
		No.	Depth (ft)	Rec. (in.)	SPT (Blows/6-in.)	Rock RQD (%)	PID Rdg. (ppm)			
0		G1	0-5	34					~.9 Gravel Base Coarse	
									Gray to dark brown, silty f/m SAND, little fine gravel, c-sand <b>-FILL-</b>	
5		G2	5-10	22				~5 Dark brown/black, PEAT	<b>-ORGANIC SOILS-</b>	
									Gray silty fine SAND <b>-CLAY-</b>	
10		G3	10-15	18				~10		
									Bottom of Exploration at 15-ft.	
15										
20										
25										

Water Level Data					<b>Sample Identification</b> O = Open Ended U = Undisturbed S = Split Spoon C = Rock Core G = Geoprobe	<b>Cohesive Soils N-Value</b> 0 to 2: Very Soft 2 to 4: Soft 4 to 8: Medium Stiff 8 to 15: Stiff 15 to 30 Very Stiff Over 30: Hard	<b>Granular Soils N-Value</b> 0 to 4: Very Loose 4 to 10: Loose 11 to 30: Medium Dense 31 to 50: Dense Over 50: Very Dense
Depth (ft) to:							
Date	Time	Bott. of Casing	Bott. of Hole	Water			
30-Jun	0:20			~1.6			

Notes: Trace (0 to 5%), Little (10 to 20%), Some (20 to 35%), And (35 to 50%) **G-11**

**APPENDIX C**  
**PHOTOGRAPHS**





Photo 1 G-1 (0 to 5-ft sample Interval)



Photo 2 G-1 (5 to 10-ft sample Interval)



Photo 3 G-1 (10 to 15-ft sample Interval)



Photo 4 G-2 (0 to 5-ft sample Interval)



Photo 5 G-2 (5 to 10-ft sample Interval)



Photo 6 G-2 (10 to 15-ft sample Interval)



Photo 7 G-3 (0 to 5-ft sample Interval)



Photo 8 G-3 (5 to 10-ft sample Interval)



Photo 9 G-4 (0 to 5-ft sample Interval)



Photo 10 G-4 (5 to 10-ft sample Interval)



Photo 11 G-4 (10 to 15-ft sample Interval)



Photo 12 G-5 (0 to 5-ft sample Interval)



Photo 13 G-5 (5 to 10-ft sample Interval)



Photo 14 G-6 (0 to 5-ft sample Interval)



Photo 15 G-6 (5 to 10-ft sample Interval)



Photo 16 G-7 (0 to 5-ft Sample Interval)

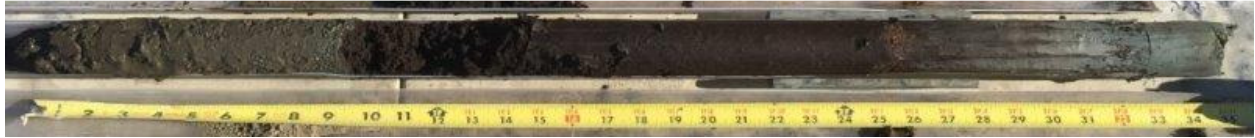


Photo 17 G-7 (5 to 10-ft Sample Interval)



Photo 18 G-7 (10 to 15-ft Sample Interval)



Photo 19 G-8 (0 to 5-ft Sample Interval)



Photo 20 G-8 (5 to 10-ft Sample Interval)



Photo 21 G-8 (10 to 15-ft Sample Interval)



Photo 22 G-9 (0 to 5-ft Sample Interval)



Photo 23 G-9 (5 to 10-ft Sample Interval)



Photo 24 G-9 (10 to 15-ft Sample Interval)



Photo 25 G-10 (0 to 5-ft Sample Interval)



Photo 26 G-10 (5 to 10-ft Sample Interval)



Photo 27 G-10 (10 to 15-ft Sample Interval)



Photo 28 G-11 (0 to 5-ft Sample Interval)



Photo 29 G-11 (5 to 10-ft Sample Interval)

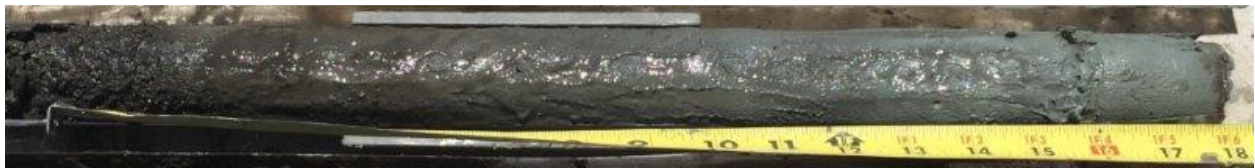


Photo 30 G-11 (10 to 15-ft Sample Interval)



**SECTION 13 12 50  
HEAVY DUTY ALL-ALUMINUM BLEACHER**

**PART 1 GENERAL INFORMATION**

1.01 Scope of Work

Furnish elevated bleacher equivalent to the Alum-A-Stand as manufactured by Dant Clayton Corporation, Louisville, KY.

1.02 Related Work

1. Earthwork
2. Concrete

1.03 Submittals

- A. Submit the following samples:
  1. Seatboard
  2. Footboard with slip and stain resistant finish
  3. Riserboard
- B. Seating plan indicating aisles, walkways, seating sections and exits.
- C. End elevation indicating riser and row depth, deck configuration, railings, size of framing members.

1.04 Approvals

Any deviation from any item in overall specs shall be submitted to Owner/Architect for approval. This submittal shall include calculations by a registered engineer (Massachusetts) showing the deviations meet or exceed the specified item they are intending to replace.

1.05 Design Criteria

- A. All material and workmanship shall be in accordance with the following:
  - AISC Manual, 8<sup>th</sup> Edition
  - ACI Building Code for Reinforced Concrete
  - Aluminum Association of America
  - Massachusetts State Building Code – 8<sup>th</sup> edition

B. Design Loads:

Dead Load	6 psf	seat and footboards risers, etc.
Live Load	120 psf	to structural member
	120 plf	seatboards
	120 plf	footboards (individually)
Design Wind Speed	75 mph	on projected vertical surface
Sway	24 plf	parallel per ft. of seat parallel to seat run
	10 plf	perpendicular per foot of seat
Guardrail Loads	100 plf distributed or 300 lb concentrated load applied in any direction	

C. Understructure Criteria:

The following criteria is used to establish a minimum requirement for strength, stiffness, and rigidity of the understructure components.

Moment of inertia of	.822
Section modulus of	.576
Radius of gyration of	.975
Axial loading of	.889

D. Code Compliance: Submittals shall be based on specifications contained in the bid documents or the latest code edition adopted at the time of bidding.

1.06 Quality Assurance

- A. Manufacturer: Company specializing in spectator seating with a minimum of 10 years experience in manufacturing bleacher seating.
- B. Engineer Qualifications: The bleacher shall be designed and stamped by a professional engineer registered in the Commonwealth of Massachusetts.
- C. Warranty: Product shall be guaranteed for five (5) years on the structure and three (3) years on the finish together with labor. Damage resulting from abnormal use, vandalism, or incorrect installation (if done by other than authorized installer of the manufacturer) is not applicable. Any exposed mill finish aluminum surface will become discolored due to oxidation which is a natural phenomenon.

**PART 2 PRODUCTS**

2.01 Basis of Design Manufacturer

The basis of design manufacturer for seating is Dant Clayton Corporation, 1500 Bernheim Lane, Louisville, KY 40210, 800-626-2177. Subject to compliance with all specified requirements, products shall be provided by either the basis of design manufacturer, or another approved manufacturer. Being listed as an approved manufacturer does not remove the requirements to comply with any portion of the drawings or specifications regardless of what is deemed a manufacturer's standard product.

2.02 Materials

A. Understructure:

- 1. Understructure shall be fabricated from 6061-T6 alloy aluminum extrusions.
- 2. Vertical members shall be 2 7/8" o.d. tubing or minimum L3.5x3.5x1/4 angles.
- 3. Horizontal members and footboard supports shall be 3" x 2 7/8" channel or minimum L2.5xL2.5x3/16 angles.
- 4. Cross braces and diagonals shall be 2 1/4" x 7/8" channel or 2"x2" angle.
- 5. Handrail support shall be 2 5/8" o.d. tubing.
- 6. The understructure shall be assembled from the above items in an interlocking design and 7/16" x 3 1/2" hot-dipped galvanized bolts.

7. The structure shall be designed so that in the event of accidental damage, the sub-component parts may be replaced using common hand tools. Field welding for repair purposes shall not be considered.
  8. **Primary structural members shall be bolted together, or calculations must be submitted verifying that the structure has taken into account the weakening of aluminum associated with welding per 2005 AA ADMI sections 7.2.1 and 7.2.3**
- B. Guardrail Systems:
1. Guardrails shall be of anodized aluminum extruded channel, 3 x 2 7/8", 6061-T6 alloy, anodized to clear 204R1.
  2. The guardrail system shall be of interlocking design with positive through bolt fastening. The top rail shall be designed to fully cover the rail support posts for a totally snag-free area and eliminate the potential of sharp edge contact with the spectators.
  3. Grabrails shall be extruded aluminum pipe of 6063-T6 alloy, 1 – 1 15/16" o.d.
  4. Chain link fence shall be 2" mesh, 6 gauge vinyl coated fabric
- C. Hand & Grab Rails
1. Hand and Grab Rails shall be located in all areas required by building code.
  2. Hand and Grab Rails shall be 1 15/16" O.D. extruded aluminum pipe.
  3. Two-Line mid-aisle handrails shall be located in all interior aisles. All mid-aisle rails shall feature internal fittings for both lines of rail. External fittings are not permitted.
- D. Ramps
1. Ramps shall be configured as shown on drawings.
  2. Ramps shall have a maximum slope of 1:12, and shall have the same guard railing as the rest of the bleacher.
  3. Ramps shall have a minimum post spacing of 3 ft and a maximum post spacing of 9 ft.
  4. Material finishes shall match those on the bleacher.
- E. Stairs
1. Stairs shall consist of L3x3x1/4" legs with a sloping steel channel supporting the treads. Each tread shall be supported by a clip angle bolted to the sloping channel. Minimum vertical leg spacing is 3 ft. Maximum spacing is 9 ft.
  2. Guardrail on the stairs shall match the guardrail on the stand.
  3. Material finishes shall match those on the bleacher.
- F. Extrusions
1. Seats shall be 6063-T6 extruded aluminum with a fluted surface and a wall thickness of .078". Seatboards shall be a minimum of

- 9½” wide actual, with outside legs of 1 ¾” actual vertical height, and shall have two internal legs with a vertical height of 2 5/8”. Seatboards shall attach with one 3/8” diameter bolt and shall be designed for positive physical fastening. Bolt clips, bolt runners or other friction type fastening devices are not acceptable. Seats shall be pre-treated and clear anodized.
2. Footboards shall be 6063-T6 extruded aluminum with a fluted surface and a wall thickness of .078”. Each footboard member (individually) shall have two internal legs with 2 1/8” actual vertical height. All footboards shall attach without the use of hardware. Attachment shall be positive snap and interlock with the support structure. Use of bolt clips, bolt runners, or other friction type fastening devices are not acceptable.
  3. Riserboards shall be 6063-T6 extruded aluminum and shall be pre-treated and powder coated in color selected by architect (Black) from manufacturers standard color options.
  4. Provide and install 190 molded plastic seats as shown on the plans and details. Approved products include the Colosseum II seat module as manufactured by Dant Clayton, or approved equal.
- G. Walking Surface Requirement  
Enhanced Slip and Stain Resistant Finish
1. All aluminum footboards shall have an enhanced stain resistant and slip resistant finish at all locations intended for use as a walking surface.
    - a. This finish shall be produced by the bleacher manufacturer in addition to the mill extrusion process.
    - b. This surface finish shall prevent oxidation staining. Oxidation staining prior to substantial completion shall be grounds for product replacement at the manufacturer’s expense.
    - c. This surface finish shall exhibit enhanced slip resistance beyond the mill extrusion process, resulting in an improved coefficient of friction under wet conditions in all directions of travel.
    - d. Untreated mill finish aluminum with raised extruded “flutes” or “ribs” does not meet this requirement.
- H. Aisles:  
Aisles shall be designed so that all vertical and horizontal areas within the 6’ bay of the aisles area shall be fully closed.
- I. Poly-Enclosure:
1. Vertical closure shall be provided at the locations shown on the drawings and shall enclose the area from 1.5” below walking surface to 4” above grade:
  2. Vertical closure material shall be a minimum ½” thick
  3. Vertical closure material shall be 100% recycled post-consumer products

4. Vertical closure material shall be non-metallic, non-corrosive, wear and abrasion resistant, stress-crack resistant, waterproof, impervious to most chemicals, and impact resistant
  5. Panels shall be provided in color matching the powder coated risers
  6. Panel color must be impregnated through the material, and no panels shall be painted
  7. Panels shall have no water absorption
  8. Vertical closure material shall be provided in panels and framed on all sides with heavy duty aluminum shapes integrated with the grandstand steel and /or aluminum framing
- J. Hardware:
- i. Bolts used for field installation shall be hot dipped galvanized.
  - ii. Primary connections, i.e. seat, crossbrace, handrail (rail and posts) shall be made with minimum of 3/8" diameter hardware.
  - iii. End Caps – All end caps (seatboard, footboard and handrail) shall be cast aluminum.
- K. Press Box:

#### FLOOR CONSTRUCTION

- 1) Bottom Board:  
.030 gauge one-piece galvanized steel bottom pan.  
1/2" CDX Dricon fire-retardant treated plywood.
- 2) Insulation:  
R-19 fiberglass batts, with vapor barrier.
- 3) Joists: (Welded Framing)  
60CSJ16, 6" x 16ga. galvanized steel joists, on 16" centers, longitudinal framing.
- 4) Decking:  
3/4" Sturdifloor, underlayment grade, Dricon fire-retardant treated, tongue and groove fir plywood, (Index 24" O.C.).
- 5) Covering:  
1/8" Armstrong Excelon vinyl composition tile, Cottage Tan.
- 6) Molding:  
4" Thermoplastic rubber base molding by Roppe.

#### WALL CONSTRUCTION

- 1) Studs: (Welded Framing)  
362CSJ18, 3-5/8" x 18ga. galvanized steel studs, on 16" centers.
- 2) Top and Bottom Plates:  
3-5/8" x 18ga. galvanized steel U-channels.
- 3) Headers:  
As span and design load requires
- 4) Ceiling Height:

- 8'-0" x 7'10", front to back.
- 5) Covering:  
5/8" vinyl-faced gypsum panels, Class A F.S.R.
  - 6) Insulation:  
R-13 fiberglass batts with vapor barrier.
  - 7) Sheathing:  
1/2" CDX Dricon fire-retardant treated plywood with house wrap air infiltration barrier.
  - 8) Siding:  
MBCI "U-Panel" .026 gauge ribbed steel panels with Kynar 500 finish.

#### ROOF CONSTRUCTION

- 1) Joists: (Welded Framing)  
100CSJ16, 10" x 16ga. welded galvanized steel joists, 16" O.C. spacing.
- 2) Overhang:  
15-1/2" over front wall; 6" over rear wall.  
.019 aluminum fascia with perforated aluminum soffit panels.
- 3) Ceiling:  
5/8" type-x fire-rated gypsum board, taped and bedded with spray textured finish, Class A F.S.R.
- 4) Insulation:  
R-21 fiberglass batts w/ vapor barrier.
- 5) Decking:  
1/4" Dens Deck over 3/4" SturdiFloor, underlayment grade, Dricon fire-retardant treated, tongue and groove fir plywood.
- 6) Covering:  
Fibertite, mechanically fastened, .060 thermal-plastic single-ply roofing membrane by Seaman Corporation.

#### WINDOWS

- 1) Milgard #8000M "Montecito Series" double horizontal sliders with extruded vinyl frames, AAMA LC-25 structural rating, with 1" clear insulated tempered glass and removable insect screens.
- 2) Interior windows to be 1/4" tempered safety glass fixed pane with stained jambs and casing

#### DOORS: (Exterior)

Challenge insulated vinyl-faced steel clad with wood jambs; 16" insulated/tempered lite, stainless steel hinges, aluminum threshold, vinyl weather stops and heavy-duty retention chains. Doors equipped with commercial lever-handled keyed locksets.

#### DOORS: (Interior)

1-3/4" solid-core stained oak doors with steel wrap around frames. Hardware to be supplied and installed on-site by others

a) ELECTRICAL

- 1) Service Entrance Panel  
Square D QO112M100 with Main Disconnect; rated at 120/240v, single phase, 100 amp capacity.
- 2) Receptacles:  
Pass & Seymour 125 volt/15 amp duplex, spec-grade, along the rear wall.  
  
Wiremold 5400 Series two-piece multi-channel, dual voltage, non metallic surface raceway along front wall below scorer's counter, outlets on 48" centers.
- 3) Lighting:  
Lithonia M232PC1S 4-ft. 2-tube fluorescent strips with low-glare parabolic diffusers. Dimmable ballasts where required.
- 4) Circuits:  
All branch circuit wiring is minimum #12 THHN encased in EMT thinwall conduit.
- 5) Heating  
Broan #194 recessed electric forced air wall heater with integral thermostats

- b) SCORER'S COUNTER  
18" deep x 3/4" lauan grade plywood with 1-1/2" x 2" edge, surfaced with .060 plastic laminate, Nevamar Neutra Matrix.

c) CAMERA DECKS

- 1) Hatch:  
Bilco Model NB50 2'6" x 4'6" aluminum roof hatch.
- 2) Ladder (Aluminum):  
Alaco Model 370 70-degree ships ladder.
- 3) Roof Surface:  
Fibertite Tuff-Trac walk protection pads by Seamen Corporation
- 4) Railing mounts:  
1/2" galvanized threaded bolts & nuts through roof fascia on 48" centers along perimeter edge of roof.

2.03 Reinforced Concrete

- A. The concrete slab foundation will be provided by others (NIC)
- B. All concrete work and materials shall be in accordance with ACI 318-83.
- C. Cast-in-place concrete shall have minimum compressive strength of 3,000 psi at 28 days.

- D. All exterior concrete shall be air entrained to 6% +/- 1%.
- E. Reinforcing steel shall be in accordance with ASTM A615 grade 60.
- F. Cover on reinforcement shall be as follows, unless otherwise noted in the drawings:

- 3" Place directly against earth
- 2" Concrete exposed to earth or weather poured against forms
- 1 ½" Columns (to ties)

**PART 3 EXECUTION**

3.01 Installation

- A. Installation: Shall be handled directly by the manufacturer or by a factory certified installation subcontractor.
- B. Erect per plans, shop drawings and specifications.

3.02 Cleaning

- A. Clean all surfaces according to manufacturer's recommendations.
- B. Remove all packaging and construction debris.

END OF SECTION