

**INVITATION TO BID**  
**FIRE AND RESCUE DEPARTMENT**  
**FIRE ALARM PROJECT**



**MANCHESTER-BY-THE-SEA**  
**10 CENTRAL STREET**  
**MANCHESTER-BY-THE-SEA, MA 01944**

**FEBRUARY, 26, 2024**

**BLW ENGINEERS, INC.**  
**311 Great Road**  
**Post Office Box 1551**  
**Littleton, MA 01460**

**Tel: 978.486.4301**  
**Fax: 978.428.0067**  
**[bidding@blwengineers.com](mailto:bidding@blwengineers.com)**

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**INVITATION TO BID**  
**FIRE AND RESCUE DEPARTMENT**  
**FIRE ALARM PROJECT**



**MANCHESTER-BY-THE-SEA**  
**10 CENTRAL STREET**  
**MANCHESTER-BY-THE-SEA, MA 01944**

**PART A**  
**BIDDING REQUIREMENTS, CONTRACT FORMS**  
**AND GENERAL CONDITIONS**



**TOWN OF MANCHESTER-BY-THE-SEA  
MANCHESTER-BY-THE-SEA, MA**

**INVITATION TO BID**

- 1.01 The **Town of Manchester-By-The-Sea**, the Awarding Authority, will receive sealed bids for **FIRE AND RESCUE DEPARTMENT - FIRE ALARM PROJECT**, located at **12 SCHOOL STREET, MANCHESTER-BY-THE-SEA, MA 01944** in accordance with the Contract Documents prepared by BLW Engineers, Inc., P.O. Box 1551 - 311 Great Road, Littleton, MA 01460.
- 1.02 The estimated cost of the project is: **\$273,000**.
- 1.03 Bidding procedures shall be in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 44A through Section 44I, inclusive, and State Laws, Chapter 30, Section 39F, G, K, N, O, P, Q, R.
- 1.04 General Bids will only be considered from bidders holding a Certificate of Eligibility from the Division of Capital Asset Management in the category of Electrical and in a single project amount higher than the amount of the Bid. General Bids must be accompanied by a copy of the Contractor's DCAMM Certificate of Eligibility, a DCAMM Update Statement, Certification of Payment of Taxes, Non-Collusion Affidavit, Certificate of Authority, Certificate of OSHA Compliance.
- 1.05 Sealed bids for the General Contract will be received at **TOWN OF MANCHESTER-BY-THE-SEA TOWN HALL, DPW OFFICE - ROOM 6, 3<sup>RD</sup> FLOOR, 10 CENTRAL STREET, MANCHESTER-BY-THE-SEA, MA 01944**, prior to **11:00 AM** on **MARCH,18, 2024** after which time all bids will be opened and read aloud.
- 1.06 Each bid shall be accompanied by a bid bond, or cash, or certified check on, or treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Town of Manchester-By-The-Seas, Massachusetts, in the amount of five percent (5%) of the bid amount. Bid Bonds shall be T-Listed; Surety company(ies) shall be listed in the U.S. Treasury Department Circular 570, most recent edition, as amended.
- 1.07 Plans and Specifications will be available on **FEBRUARY, 26, 2024**. Plans may be obtained electronically by emailing BLW Engineers, Inc. at [bidding@blwengineers.com](mailto:bidding@blwengineers.com).
- 1.08 A Pre-Bid Conference shall begin at the **FIRE AND RESCUE DEPARTMENT**, located at **12 SCHOOL STREET, MANCHESTER-BY-THE-SEA, MA 01944** on **MARCH, 5, 2024** at **10:00 AM**, then moving to (2) other locations. A representative from the Town and BLW Engineers will be there to walk you through the sites.
- 1.09 The documents, including the General Bid form, Bid Deposit, DCAMM Certificate of Eligibility, DCAMM Update Statement, Certification of Payment of Taxes, Non-Collusion Affidavit, Certificate of Authority, and OSHA Certification shall be enclosed in envelopes (outer and inner) both of which shall be sealed and clearly labeled with the words:

**FIRE AND RESCUE DEPARTMENT - FIRE ALARM PROJECT**

**12 SCHOOL STREET**

**MANCHESTER-BY-THE-SEA, MA 01944**

**Date Submitted:**

**Submitted by: Company Name**

**TOWN OF MANCHESTER-BY-THE-SEA  
MANCHESTER-BY-THE-SEA, MA**

- 1.10 The successful General Bidder will be required to furnish a performance bond, and also a labor and materials payment bond as set forth in the specifications; each bond executed in the full amount of the Contract Price. Performance and labor and materials payment bonds shall be T-Listed; Surety Company(ies) shall be listed in the U.S. Treasury Department Circular 570, most recent edition, as amended.
- 1.11 The Awarding Authority reserves the right to reject any or all bids if it be in the public interest to do so. All bids will remain subject to acceptance for thirty days after the day of the Bid opening, but the Awarding Authority may, in its sole discretion, release any bid and return any Bid Security before that date.
- 1.12 Prevailing wages are to be paid on the work of the project in accordance with the Schedules issued by the Massachusetts Commissioner of Labor and Industries of which are contained in the Contract Documents are made part of the Contract. Additional copies of the schedule are available from the Awarding Authority upon request.
- 1.13 No bid shall be withdrawn for a period of thirty (30) days, Saturdays, Sundays and legal holidays excluded, after receipt of award, without written consent by the Awarding Authority.
- 1.14 **Town of Manchester-By-The-Sea** is exempt from sales tax, for which reason, bidders should not include sales tax in figuring or in reference to any bid.

**TOWN OF MANCHESTER-BY-THE-SEA  
10 CENTRAL STREET  
MANCHESTER-BY-THE-SEA, MA 01944**

## INSTRUCTIONS TO BIDDERS

### 1.01 PREPARATION OF GENERAL BIDS AND SUB-BIDS

- A. Bidding procedures shall be in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 44A through Section 44I, inclusive and Chapter 30, Section 39M as amended. Said statutes are hereby made a part of these instructions to bidders to the same extent as though herein reproduced in full. In the event of any inconsistency between any of the provisions of these Contract Documents and of cited statute, anything herein to the contrary notwithstanding, the provisions of said statute shall govern.
- B. General Bids must be accompanied by a copy of the Contractor's DCAMM Certificate of Eligibility, a DCAMM Update Statement, Certification of Payment of Taxes, Non-Collusion Affidavit, Certificate of Authority, Certificate of OSHA Compliance.

### 1.02 ADDENDA AND INTERPRETATIONS

- A. No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretations shall be in written form and may be emailed to: **BLW Engineers, Inc.**, at [bidding@blwengineers.com](mailto:bidding@blwengineers.com) to be given consideration, must be received no later than 12:00 noon, six (6) calendar days (Saturdays and Sundays, and legal holidays excluded) prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions pertaining to Bidders, will be in the form of written Addenda to the Contract Documents which, if issued, will be sent by email to all persons on record as having received a complete set of Contract Documents (at the respective addresses furnished for such purposes). Such addenda will be mailed or faxed no later than 48 hours prior to time set of opening of bids.
- B. Failure of any bidder to receive any such Addenda shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. At the same time of the opening of the bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all Addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

### 1.03 ALTERNATES

- A. All bidders are required to bid on the numbered Alternates set forth on the bid forms and as described in section entitled alternates. The term "NO BID" shall not be used in filling out the bid forms. In the event the bidder does not wish to make a change from the base proposal, he shall so indicate by using the words "NO CHANGE" or by inserting the figure "0" in each space under columns headed by the words "ADD" and "SUBTRACT". The amounts indicated for the Alternates shall include overhead and profit and cover the furnishing and installing all the materials, including labor, equipment, transportation and incidentals necessary for the performance of all work set forth in the Contract Documents.

### 1.04 FORM AND AMOUNT OF BID DEPOSITS

- A. Every general bid shall be accompanied by a bid bond, or cash, or certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to Town of Manchester-By-The-Sea in the amount of five (5%) of the bid amount. Bid Bonds shall be T-Listed; Surety company(ies) shall be listed in the U.S. Treasury Department Circular 570, most recent edition, as amended.
- B. The return of such bid deposits will be in accordance with G.L. Chapter 149, Section 44B. Special attention is called to the provisions of G.L. Chapter 149, Sections 44E and 44F that every general bid which is not accompanied by the prescribed bid deposit shall be rejected.

#### 1.05 REQUIREMENTS FOR FOREIGN CORPORATIONS

- A. The attention of all bidders is called to the provisions of General Laws, Chapter 30, Section 39L, added by Chapter 446 of the Acts of 1963 which provided that the Awarding Authority may not enter into a Contract for construction work a foreign corporation which has not complied with the requirements of Section 3 and 5 of Chapter 181 of the General Laws. The term "foreign corporation" means a corporation not incorporated under the laws of the Commonwealth of Massachusetts.

#### 1.06 BID MODIFICATIONS

- A. No modification of any bid will be considered by the Awarding Authority, unless same is in writing, sealed, and received by the Awarding Authority prior to the times respectively established herein for the receipt of General Bids and Sub-Bids.

#### 1.07 WITHDRAWAL OF BIDS

- A. A bid may be withdrawn by written or telegraphic request subsequently confirmed in writing, provided that such request is received prior to times respectively established herein for the receipt of General Bids. The Awarding Authority will not be responsible, however, for the timely receipt of any request for withdrawal in ample time for delivery before the bid opening hour.

#### 1.08 BIDDERS' QUALIFICATIONS

- A. Each General Bidder shall be certified by the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) for the category of work and dollar amount of this project in accordance with the provisions of Massachusetts General Laws Chapter 579 before consideration for such bid will be given.
  - 1. DCAMM Classification Rating Required for General Bidders on this Contract:  
**Electrical**
- B. In compliance with MGL Chapter 149, Section 44D, as amended, all bids (every General Bid) shall be accompanied by a copy of a DCAMM Contractor's Certificate of Eligibility and Update Statement.
  - 1. General Bids submitted without a DCAMM Contractor's Certificate of Eligibility and Update Statement shall be invalid and void.

2. Public Records: Contractor's Update Statement is not a public record as defined in MGL Chapter 4, Section 7, and will not be open to public inspection.

- C. Foreign Corporations: Attention of all Bidders is directed to provisions of GL Chapter 30, Section 39L, as amended by Chapter 446 of the Acts of 1963 which provides that the Awarding Authority may not enter into a contract for construction work and may not approve as a subcontractor furnishing labor and materials for a part of any such work a foreign corporation which has not complied with the requirements of Section 3 and 5 of Chapter 181 of the General Laws. The term "foreign corporation" means a corporation not incorporated under the laws of the Commonwealth of Massachusetts.

#### 1.09 RIGHT TO REJECT BIDS RECEIVED

- A. The Awarding Authority reserves the right to reject any or all general bids if it be in the public interest so to do. All bids will remain subject to acceptance for thirty days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return Bid security before that date.

#### 1.10 INSPECTION OF EXISTING BUILDING

- A. All bidders may inspect the existing building and to familiarize themselves with conditions as they exist, prior to submitting their bids.
- B. A Pre-Bid Conference shall begin at the **FIRE AND RESCUE DEPARTMENT**, located at **12 SCHOOL STREET, MANCHESTER-BY-THE-SEA, MA 01944** on **MARCH, 5, 2024 at 10:00 AM**, then moving to (2) other locations. A representative from the Town and BLW Engineers will be there to walk you through the sites.

#### 1.11 METHOD OF AWARD

- A. The Contract will be awarded to the lowest responsible and eligible general bidder on the basis of the proposed Contract Price, Special attention is called to the provisions of G.L. Chapter 149, Sec. 44A defining the term "lowest responsible and eligible bidder".

#### 1.12 EXECUTION OF GENERAL CONTRACT AND SECURITY FOR FAITHFUL PERFORMANCE

- A. Special attention is directed to the requirements of the G.L. Chapter 149, Section 44E and the FORM FOR GENERAL BID that the general bidder who is selected as General Contractor promptly confer with the Awarding Authority within five (5) days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof, in accordance with the general bid; and furnish with the executed Contract, a Performance Bond, and also a Labor and Material Payment Bond, each of which shall be in the sum of 100 percent (100%) of the Contract Price, the premiums for which are to be paid by the General Contractor and are included in the Contract Price. Performance and labor and materials payment bonds shall be T-listed; Surety company(ies) shall be listed in the U.S. Treasury Department Circular 570, most recent edition, as amended. If the General Contractor is a partnership, the bond shall be signed in the correct corporate name by duly authorized officer, agent, or attorney-in-fact. The executed bond shall be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate certified copy of power-of-attorney or other certifications of authority where bond is executed by an agent,

officer or representative of the General Contractor or Surety; (c) a duly certified extract from the by-laws or resolutions of the Surety under which power-of-attorney or other certificate of authority of its agent, officer, or representative was issued; and (d) a duly certified copy of the latest published financial statement of assets and liabilities of the Surety. Certificates of insurance, required under the Contract Documents, shall be submitted with bonds.

1.13 SALES TAX EXEMPTION

- A. All materials and items which will be incorporated into the project, and which will become the property of the Owner upon completion of said project, will be exempt from the Massachusetts Sales Tax. The General Contractor shall obtain from the Owner the Sales Tax exemption number, applicable for the project, and shall include said number when ordering materials for the project.

1.14 POST-BID CONFERENCE

- A. A post-bid conference will be held prior to the execution of the General Contract, with the successful General Bidder to discuss phasing and other operations of the Contract. The date of such conference will be established by the Awarding Authority.

1.15 BUILDING PERMIT

The successful bidder shall be responsible for obtaining any permits required. The cost of such permits shall be included in the bid amount.

1.16 COMMENCEMENT AND COMPLETION

- A. The Contractor shall commence work no later than five (5) calendar days after execution of the General Contract, or receipt of Notice to Proceed from the Owner, whichever is earlier. Contractor shall bring each phase of the work required under the contract to final completion, as defined in the general conditions, no later than that which is specified in Division 01, Section 01 31 00, of these specifications.

END OF SECTION

**FORM FOR GENERAL BID**

**To the Awarding Authority:**

- 1.01 The undersigned proposes to furnish all labor and materials required for the **FIRE AND RESCUE DEPARTMENT - FIRE ALARM PROJECT**, located at **12 SCHOOL STREET** in **MANCHESTER-BY-THE-SEA** accordance with the accompanying Contract Documents, Drawings, and Specifications, prepared by BLW Engineers, Inc., P.O. Box 1551 - 311 Great Road, Littleton, MA 01460, for the contract prices specified below, subject to additions and deductions according to the terms of the Bid Documents, Drawings and Specifications.

A. The Bid includes Addenda numbered \_\_\_\_\_.

- 1.02 **Item 1: Base Bid – The Work of the General Contractor, being all work other than that covered by Item 2 & 3 are:**

\$\_\_\_\_\_ (In Numbers)

\_\_\_\_\_Dollars (In Words)

- 1.03 **Item 2: Add Alternate 1- Manchester-by-the-Sea Waste-Water Treatment Plant**

Description: Provide new Fire Alarm Control System throughout the Waste-Water Treatment Plant; provide demolition and removal of existing Fire Alarm System.

The bidder agrees to complete all work and comply with all requirements as described in the Bid Documents, Drawings and Specifications for Add Alternate 1 work:

\$\_\_\_\_\_ (In Numbers)

\_\_\_\_\_Dollars (In Words)

**Base Bid + Add Alternate 1      TOTAL \$**\_\_\_\_\_

- 1.04 **Item 3: Add Alternate 2- Manchester-by-the-Sea Water Treatment Plant**

Description: Provide new Fire Alarm Control System throughout the Water Treatment Facility; provide demolition and removal of existing Fire Alarm System.

The bidder agrees to complete all work and comply with all requirements as described in the Bid Documents, Drawings and Specifications for Add Alternate 2 work:

\$\_\_\_\_\_ (In Numbers)

\_\_\_\_\_Dollars (In Words)

Proposed Total Contract Price: Item 1 (Base Bid) + Item 2 (Add Alt 1) + Item 3 (Add Alt 2) is:

\$\_\_\_\_\_ (In Numbers)

\_\_\_\_\_Dollars (In Words)

THIS SECTION SHALL BE COMPLETED BY ALL BIDDERS

- 1.05 BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. BIDDER promises and agrees that this Bid will remain subject to acceptance for thirty days after the day of Bid opening.
- 1.06 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- A. BIDDER has examined copies of all the Bidding Documents.
  - B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
  - C. BIDDER has studied carefully all reports and drawings of physical conditions included with these specifications, and accepts that all measurements and technical data included herein is ENGINEER'S estimates and BIDDER has made such investigations of his own as necessary and has based his bid on those investigations.
  - D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work) as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
  - E. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
  - F. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
  - G. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over OWNER.
- 1.07 BIDDER agrees that the work shall be completed in the specified number of working days from the date of the Notice to Proceed.
- 1.08 The terms used in this Bid which are defined in the General Conditions of the Construction Contract (AIA Document A201) included as part of the Contract Documents have the meanings assigned to them in the General Conditions.



Fire Alarm Project  
Fire and Rescue Department  
Manchester-By-The-Sea

- 1.09 The undersigned agrees that, if he is selected as General Contractor, he will within five (5) days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of his general bid and furnish a performance bond, 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 one hundred percent (100%) of the Contract Price, the premiums for which are to be paid by the General Contractor and are included in the Contract Price. Performance and labor and materials payment bonds shall be T-Listed: Surety company(ies) shall be listed in the U.S. Treasury Department Circular 570, most recent edition, as amended.
- 1.10 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 of Chapter 149 of the General Laws.
- 1.11 The undersigned further certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.
- 1.12 The undersigned hereby 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.
- 1.13 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; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.
- 1.14 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 penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.
- 1.15 List References for Similar Projects:
1. \_\_\_\_\_

Fire Alarm Project  
Fire and Rescue Department  
Manchester-By-The-Sea

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

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

THIS BID IS SUBMITTED ON \_\_\_\_\_ the \_\_\_\_\_ 2024  
(month) (day)

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

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

SSN or Federal  
Identification Number:

\_\_\_\_\_

Fire Alarm Project  
Fire and Rescue Department  
Manchester-By-The-Sea

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

\_\_\_\_\_  
City, State and Zip Code

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

FAX: \_\_\_\_\_

\_\_\_\_\_  
Note: If the Bidder is a corporation, indicate state of incorporation; if a partnership, give full name and addresses of all partners; and if an individual, provide residential address if different from business address. Use the following spaces:

If a Corporation:

Incorporated in what state: \_\_\_\_\_

President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Secretary: \_\_\_\_\_

If a foreign corporation (incorporated or organized under laws other than laws of the Commonwealth of Massachusetts), is the corporation registered with the Secretary of State of Massachusetts?

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

If the bidder is selected for the work referred to above, it is required under MGL c 30 39L to furnish to the awarding authority a certificate to the Secretary of State stating that the corporation has complied with MGL c 181 3, 5 and the date of such compliance.

If a Partnership: (name all partners)

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

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

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

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

If an Individual: \_\_\_\_\_

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

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

If an Individual doing business under a firm name:

Fire Alarm Project  
Fire and Rescue Department  
Manchester-By-The-Sea

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

Name of Individual: \_\_\_\_\_

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

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

Other form of business organization:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The bidder will give below the name and address of the Surety Company who will sign the bonds. Surety Company(ies) shall be listed in the U.S. Treasury Department Circular 570, most recent edition, as amended.

\_\_\_\_\_

Bid Bond (or equivalent) attached (See Invitation to Bid)

END OF SECTION

PRIME/GENERAL UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND  
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)

**TO ALL BIDDERS AND AWARDING AUTHORITIES**

A COMPLETED AND SIGNED PRIME/GENERAL CONTRACTOR UPDATE STATEMENT MUST BE SUBMITTED WITH EVERY PRIME/GENERAL BID FOR A CONTRACT PURSUANT TO M.G.L. c.149, §44A AND M.G.L. c. 149A. ANY PRIME/GENERAL BID SUBMITTED WITHOUT AN APPROPRIATE UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.

***Caution: This form is to be used for submitting Prime/General Contract bids. It is not to be used for submitting Filed Sub-Bids or Trade Sub-Bids.***

**AWARDING AUTHORITIES**

If the Awarding Authority determines that the bidder does not demonstrably possess the skill, ability and integrity necessary to perform the work on the project, it must reject the bid.

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**BIDDER'S AFFIDAVIT**

I swear under the pains and penalties of perjury that I am duly authorized by the bidder named below to sign and submit this Prime/General Contractor Update Statement on behalf of the bidder named below, that I have read this Prime/General Contractor Update Statement, and that all of the information provided by the bidder in this Prime/General Contractor Update Statement is true, accurate, and complete as of the bid date.

---

Bid Date

Print Name of Prime/General Contractor

---

Project Number  
(or name if no number)

Business Address

---

Awarding Authority

Telephone Number

**SIGNATURE⇒**

---

**Bidder's Authorized Representative**

## INSTRUCTIONS

### INSTRUCTIONS TO BIDDERS

- This form must be completed and submitted by all Prime/General contractors bidding on projects pursuant to M.G.L. c. 149, §44A and M.G.L. c. 149A.
- You must give complete and accurate answers to all questions and provide all of the information requested. MAKING A MATERIALLY FALSE STATEMENT IN THIS UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.
- **This Update Statement must include all requested information that was not previously reported on the Application used for your firm's most recently issued (not extended or amended) Prime/General Contractor Certificate of Eligibility. The Update Statement must cover the entire period since the date of your Application, NOT since the date of your Certification.**
- You must use this official form of Update Statement. Copies of this form may be obtained from the awarding authority and from the Asset Management Web Site: [www.mass.gov/dcam](http://www.mass.gov/dcam).
- If additional space is needed, please copy the appropriate page of this Update Statement and attach it as an additional sheet.
- See the section entitled "Bidding Limits" in the *Instructions to Awarding Authorities* for important information concerning your bidding limits.

### INSTRUCTIONS TO AWARDING AUTHORITIES

#### ***Determination of Bidder Qualifications***

- It is the awarding authority's responsibility to determine who is the lowest eligible and responsible bidder. You must consider all of the information in the low bidder's Update Statement in making this determination. Remember: this information was not available to the Division of Capital Asset Management and Maintenance at the time of certification.
- The bidder's performance on the projects listed in Parts 1 and 2 must be part of your review. Contact the project references.
- **AWARDING AUTHORITIES ARE STRONGLY ENCOURAGED TO REVIEW THE LOW BIDDER'S**

ENTIRE CERTIFICATION FILE AT THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE. Telephone (617) 727-9320 for an appointment.

#### ***Bidding Limits***

Single Project Limit: The total amount of the bid, including all alternates, may not exceed the bidder's Single Project Limit.

Aggregate Work Limit: The annual value of the work to be performed on the contract for which the bid is submitted, when added to the annual cost to complete the bidder's other currently held contracts, may not exceed the bidder's Aggregate Work Limit. Use the following procedure to determine whether the low bidder is within its Aggregate Work Limit:

Step 1      Review Update Statement Question #2 to make sure that all requested information is provided and that the bidder has accurately calculated and totaled the annualized value of all incomplete work on its currently held contracts (column 9).

Step 2      Determine the annual dollar value of the work to be performed on your project. This is done as follows:

(i) If the project is to be completed in less than 12 months, the annual dollar value of the work is equal to the full amount of the bid.

(ii) If the project will take more than 12 months to complete, calculate the number of years given to complete the project by dividing the total number of months in the project schedule by 12 (calculate to 3 decimal places), then divide the amount of the bid by the calculated number of years to find the annual dollar value of the work.

Step 3      Add the annualized value of all of the bidder's incomplete contract work (the

total of column 9 on page 5) to the annual dollar value of the work to be performed on your project. **The total may not exceed the bidder's Aggregate Work Limit.**

***Correction of Errors and Omissions in Update Statements***

Matters of Form: An awarding authority shall not reject a contractor's bid because there are mistakes or omissions of form in the Update Statement submitted with the bid, provided the contractor promptly

corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 8.05(1)].

Correction of Other Defects: An awarding authority may, in its discretion, give a contractor notice of defects, other than mistakes or omissions of form, in the contractor's Update Statement, and an opportunity to correct such defects, provided the correction of such defects is not prejudicial to fair competition. An awarding authority may reject a corrected Update Statement if it contains unfavorable information about the contractor that was omitted from the Update Statement filed with the contractor's bid. [810 CMR 8.05(2)].

**PART 1 - COMPLETED PROJECTS**

LIST ALL PUBLIC AND PRIVATE *BUILDING* PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAM APPLICATION\*.

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED

Attach additional sheets if necessary

\* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.



PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? ☐ YES ☐ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☐ NO

If you have answered YES to either question, explain. \_\_\_\_\_

## PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING *CONSTRUCTION* PROJECTS YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by)

ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9)

\$\_\_\_\_\_

Column 8 • If less than one year is left in the project schedule, write 1.

- If more than 12 months are left in the project schedule, divide the number of months left in the project schedule by 12 (calculate to three decimal places).

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship? ☐ YES ☐ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☐ NO

If you have answered YES to either question, explain. \_\_\_\_\_

### PART 3 - PROJECT PERFORMANCE

For Parts 3 and 4, if you answer YES to any question, please provide on a separate page a complete explanation. Information you provide herein must supplement the Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

	YES	NO
1. Has your firm been terminated on any contract prior to completing a project or has any officer, partner or principal of your firm been an officer, partner or principal of another firm that was terminated or failed to complete a project?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your firm failed or refused either to perform or complete any of its work under any contract prior to substantial completion?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your firm failed or refused to complete any punch list work under any contract?	<input type="checkbox"/>	<input type="checkbox"/>
4. Has your firm filed for bankruptcy, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that filed for bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has your surety taken over or been asked to complete any of your work under any contract?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has a payment or performance bond been invoked against your current firm, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that had a payment or performance bond invoked?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has your surety made payment to a materials supplier or other party under your payment bond on any contract?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has any subcontractor filed a demand for direct payment with an awarding authority for a public project on any of your contracts?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have any of your subcontractors or suppliers filed litigation to enforce a mechanic's lien against property in connection with work performed or materials supplied under any of your contracts?	<input type="checkbox"/>	<input type="checkbox"/>
10. Have there been any deaths of an employee or others occurring in connection with any of your projects?	<input type="checkbox"/>	<input type="checkbox"/>
11. Has any employee or other person suffered an injury in connection with any of your projects resulting in their inability to return to work for a period in excess of one year?	<input type="checkbox"/>	<input type="checkbox"/>

**PART 4 - Legal or Administrative Proceedings; Compliance with Laws**

**Please answer the following questions. Information must supplement all judicial and administrative proceedings involving bidder's firm, which were instituted or concluded (adversely or otherwise) since your firm's Application for your most recently issued (not extended or amended) Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility.**

The term "administrative proceeding" as used in this Prime/General Contractor Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term "anyone with a financial interest in your firm" as used in this Section "I", shall mean any person and/or entity with a 5% or greater ownership interest in the applicant's firm.

**If you answer YES to any question, on a separate page provide a complete explanation of each proceeding or action and any judgment, decision, fine or other sanction or result. Include all details (name of court or administrative agency, title of case or proceeding, case number, date action was commenced, date judgment or decision was entered, fines or penalties imposed, etc.).**

	YES	NO
1. Have any civil, judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have any criminal proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract including, but not limited to, any of the following offenses: fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records, or receipt of stolen property?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state's or federal procurement laws arising out of the submission of bids or proposals?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of M.G.L. Chapter 268A, the State Ethics Law?	<input type="checkbox"/>	<input type="checkbox"/>

**PART 4 - Legal or Administrative Proceedings; Compliance with Laws (continued)**

	YES	NO
5. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker's compensation?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in employment?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a claim of repeated or aggravated violation of any state or federal law regulating labor relations?	<input type="checkbox"/>	<input type="checkbox"/>
8. Have any proceedings by a municipal, state, or federal agency been brought, concluded, or settled relating to decertification, debarment, or suspension of your firm or any principal or officer or anyone with a financial interest in your firm from public contracting?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of state or federal law regulating the environment?	<input type="checkbox"/>	<input type="checkbox"/>
10. Has your firm been fined by OSHA or any other state or federal agency for violations of any laws or regulations related to occupational health or safety? Note: this information may be obtained from OSHA's Web Site at <a href="http://www.osha.gov">www.osha.gov</a>	<input type="checkbox"/>	<input type="checkbox"/>
11. Has your firm been sanctioned for failure to achieve DBE/MBE/WBE goals, workforce goals, or failure to file certified payrolls on any public projects?	<input type="checkbox"/>	<input type="checkbox"/>
12. Other than previously reported in the above paragraphs of this Section I, have any administrative proceedings or investigations involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?	<input type="checkbox"/>	<input type="checkbox"/>
13. Are there any other issues that you are aware which may affect your firm's responsibility and integrity as a building contractor?	<input type="checkbox"/>	<input type="checkbox"/>

## **PART 5 - SUPERVISORY PERSONNEL**

List all supervisory personnel, such as project managers and superintendents, who will be assigned to the project if your firm is awarded the contract. **Attach the resume of each person listed below.**

NAME	TITLE OR FUNCTION

## **PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION**

Have there been any changes in your firm's business organization, financial condition or bonding capacity since the date your current Certificate of Eligibility was issued? ☐ Yes ☐ No

**If YES, attach a separate page providing complete details.**

## **PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE.**

**Attach here a copy of the list of completed construction projects which was submitted with your firm's DCAM Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. The Attachment must include a complete copy of the entire Section G – "Completed Projects" and the final page – "Certification" (Section J) containing the signature and date that the Completed Projects list (Section G) was submitted to the Division of Capital Asset Management and Maintenance.**



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
Department of Criminal Justice Information Services  
200 Arlington Street, Suite 2200, Chelsea, MA 02150  
TEL: 617-660-4640 | TTY: 617-660-4606  
MASS.GOV/CJIS



## Criminal Offender Record Information (CORI) Personal Request Form

If you have a valid Massachusetts I.D. or driver's license and are not submitting an indigency waiver, you may submit your CORI request online at [Mass.gov/CJIS](http://Mass.gov/CJIS). This form is only to be used to request **your own personal CORI information**. In Massachusetts, it is illegal for an employer or any other entity to require someone to provide a copy of his/her personal CORI.

A money order or bank issued Cashier's or Treasurer's check in the amount of **\$25.00 made out to the Commonwealth of Massachusetts** must be submitted with this form. Please note that these are the only acceptable forms of payment. **Do not send cash, personal checks, or business checks.** This form, along with payment or indigency waiver, must be mailed to the address above, **Attn: CORI Unit.**

### REQUEST INFORMATION

\* Are you submitting an indigency waiver? ☐ Yes ☐ No

Please note: You will need to submit an indigency waiver if you are indigent. The indigency waiver form can be found at <http://www.mass.gov/eopss/docs/chsb/affidavit-of-indigency.pdf>.

### Requestor Details

Please type or print clearly. Items marked with an asterisk (\*) MUST be completed.

\* First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

\* Last Name: \_\_\_\_\_ Suffix (Jr., Sr., etc): \_\_\_\_\_

\* Date of Birth (MM/DD/YYYY): \_\_\_\_\_ Probation Central File (PCF) Number(s) (if known): \_\_\_\_\_

\* Last **SIX** digits of your Social Security Number: \_\_\_\_ -- \_\_\_\_ ☐ I do not have a Social Security Number

Father's First Name: \_\_\_\_\_ Father's Last Name: \_\_\_\_\_

Mother's First Name: \_\_\_\_\_ Mother's Last Name: \_\_\_\_\_

☐ Please check this box if you would ALSO like to request your personal CORI with your former last name(s):

Former Last Name 1: \_\_\_\_\_

Former Last Name 2: \_\_\_\_\_

Former Last Name 3: \_\_\_\_\_

Former Last Name 4: \_\_\_\_\_

### Mailing Address

\* Street Address: \_\_\_\_\_

Apt. # or Suite: \_\_\_\_\_ \*City: \_\_\_\_\_ \*State: \_\_\_\_\_ \*Zip: \_\_\_\_\_

Personal Phone Number: \_\_\_\_\_

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

**\*\*\*PLEASE NOTE: If you are requesting your CORI for immigration purposes, and you have additional paperwork regarding the names requested, please attach a copy of the paperwork to this form.\*\*\***





THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
Department of Criminal Justice Information Services  
200 Arlington Street, Suite 2200, Chelsea, MA 02150  
TEL: 617-660-4640 | TTY: 617-660-4606  
MASS.GOV/CJIS



**Personal CORI Request Authorization**

I hereby swear, under penalties of perjury, that the information I have provided above is true to the best of my knowledge and belief.

\_\_\_\_\_  
*Signature of Individual Authorizing CORI Request*

\_\_\_\_\_  
*Date*

**Authentication of Signature**

Please note that ALL fields in this section must be completed by the Notary Public. This section does not need to be completed if you are currently incarcerated; please proceed to the next section.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ (name of CORI requestor) and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_ (Ex: Driver's license, passport, etc.), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

\_\_\_\_\_  
*Signature of Notary Public (Notary stamp or seal is also required)*

\_\_\_\_\_  
*Date my Commission expires*

**Correctional Facility Information**

If you are currently incarcerated, a correctional facility official MUST complete the following section.

\_\_\_\_\_  
*Name and rank of Correctional Facility Official (Please print.)*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Address of Correctional Facility*

\_\_\_\_\_  
*Signature of Correctional Facility Official*

\_\_\_\_\_  
*Date*

## Terms and Conditions

By submitting a request for CORI using this form, the Requestor agrees to be bound by these terms and conditions and any and all other guidelines, disclaimers, rules, and privacy statements within this agreement, collectively referred to as "Terms and Conditions." All Terms and Conditions contained herein apply only to obtaining information from the DCJIS.

1. As referenced in these terms and conditions, the terms below shall have the following meanings:
  - a. CRA: Consumer Reporting Agency
  - b. CRRB: The Criminal Record Review Board
  - c. CORI: Criminal Offender Record Information
  - d. DCJIS: The Massachusetts Department of Criminal Justice Information Services
  - e. iCORI service: The internet-based service used to request and obtain CORI and self audits.
  - f. Requestor: A registered user of the iCORI service and any additional authorized users for the requestor's account. Requestor, as used in these terms, also includes Consumer Reporting Agency requestors. Requestor, as used in these terms, also includes any individual who requests or obtains CORI or a self-audit report from DCJIS using a paper form.
2. Obtaining CORI from DCJIS by using this form is subject to Massachusetts General Law and to Federal law, including, but not limited to, M.G.L. c.6, §§ 167-178B (the CORI Law), M.G.L. c. 66, § 10 (the Public Records Law), M.G.L. c. 266, § 120F (Unauthorized use of a computer), and any current or future laws applicable to the use of computer systems or personal information. The penalties for violations of these laws include both civil and criminal penalties.
3. A requestor may only request the level of CORI access authorized by statute or the DCJIS for the type of request being submitted. A requestor who submits a CORI request using an access level higher than that authorized for the type of request being submitted will be in violation of the CORI law and DCJIS regulations and may be subject to both civil and criminal penalties.
4. An individual or entity who knowingly requests, obtains, or attempts to obtain CORI or a self-audit from the DCJIS under false pretenses, or who knowingly communicates, or attempts to communicate, CORI to any individual or entity except in accordance with the CORI law and DCJIS regulations, or who knowingly falsifies CORI or any records relating thereto, or who requests or requires a person to provide a copy of his or her CORI except as authorized pursuant to M.G.L. c. 6, § 172, shall, for each offense, be punished by imprisonment in a jail or house of correction for not more than one year or by a fine of not more than \$5,000.00. In the case of an entity that is not a natural person, the amount of the fine may not be more than \$50,000.00. In the case of such a violation involving juvenile delinquency records, an individual or entity shall, for each offense, be punished by imprisonment in a jail or house of correction for not more than one year or by a fine of not more than \$7,500.00. In the case of an entity that is not a natural person, the amount of the fine may not be more than \$75,000.00.
5. Neither the DCJIS nor the CRRB shall be liable in any civil or criminal action due to any CORI or self-audit report that is disseminated by the DCJIS or the CRRB, including any information that is false, inaccurate, or incorrect, because it was erroneously entered by the court or the Office of the Commissioner of Probation.

6. CORI results are based on an exact match of the information provided by the requestor to information as it appears in the CORI database. Requestors are responsible for providing accurate information for the subject requested. In addition, it is the requestor's responsibility to compare the CORI or self-audit results received from the iCORI service to the subject's personal identifying information to ensure that the results match this information. The DCJIS is not liable for any errors or omissions in the CORI results based on a requestor's submission of inaccurate, incorrect, or incomplete subject information. Furthermore, NO REFUNDS of CORI fees will be provided because of data entry errors or other errors or omissions made by the requestor.
7. Each requestor who submits 5 or more background checks annually must have a written CORI policy. Each requestor is responsible for adopting its own CORI policy. The DCJIS publishes a model CORI policy on its website that may be adopted for use by requestors. If this requirement applies to a requestor, the requestor agrees that at the time of submission of any CORI request, it has adopted a CORI policy.
8. The requestor agrees that he/she has reviewed and understands all training materials regarding the CORI process and CORI requirements available from the DCJIS. Requestors are solely responsible for reviewing and understanding the training materials provided by the DCJIS.
9. Requestors who seek to receive the standard or required level of access to CORI for employment, housing, licensing, or volunteer purposes must ensure that the following are completed prior to submitting a CORI request:
  - a. Completion of a CORI Acknowledgement Form for each subject to be checked;
  - b. Verification of the identity of the subject using an acceptable form of government identification;
  - c. Obtaining the subject's signature on the CORI Acknowledgement Form;
  - d. Signing and dating the CORI Acknowledgement Form certifying that the subject was properly identified; and
  - e. Confirming that the requestor is in compliance with all applicable laws and regulations.
10. All requestors, including those that request CORI through a CRA, must comply with 803 C.M.R. 2.00 and, if applicable, 803 C.M.R. 5.00. In addition, CRAs are also responsible for ensuring compliance with the Fair Credit Reporting Act and with DCJIS regulation 803 CMR 11.00.
11. A requestor that uses CORI to commit a crime against, or to harass, another individual is subject to the criminal penalties set forth in M.G.L. c. 6, §178 ½, including imprisonment in a jail or house of correction for not more than one year and a fine of not more than \$5,000.00. The DCJIS and the CRRB disclaim any liability for the improper use or dissemination of information obtained through the iCORI service.
12. Requestors are subject to audit at any time by the DCJIS and may be asked to produce documentation to demonstrate compliance with these provisions and with DCJIS regulations (803 CMR 2.00-11.00 et seq.).

13. No information obtained from the iCORI service or from DCJIS personnel regarding use of the iCORI service shall be construed as legal advice.
14. The DCJIS reserves the right to alter, amend, or discontinue any feature of the iCORI service or the conditions of its use at any time. Any such changes will be announced on the iCORI service and/or the DCJIS website in advance. The user is subject to the terms of use in effect at the time of his/her agreement. The DCJIS and the CRRB shall not be liable for any damages associated with use of this site.
15. These Terms and Conditions are governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts and the laws of the United States, without giving effect to any principles of conflicts of law. If any provision of these Terms and Conditions is determined to be unlawful, void, or for any reason unenforceable, then that provision shall be considered void. The remaining provisions shall remain valid and enforceable.
16. By submitting a request for CORI to the DCJIS, I affirm that I have read and understand these Terms and Conditions. Further, I acknowledge, agree to, and am bound by, these Terms and Conditions, as well as by M.G.L. c. 6, §§ 167-178B, inclusive, and 803 CMR 2.00-11.00, inclusive.

# DRAFT AIA® Document A101™ – 2017

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

AGREEMENT made as of the  day of  in the year 2024

BETWEEN the Owner:

**Town of Manchester-By-The-Sea**  
10 Central Street  
Manchester-By-The-Sea, MA 01944

and the Contractor:

for the following Project:  
*(Name, location and detailed description)*

**Fire and Rescue Department – Fire Alarm Project**  
12 School Street  
Manchester-By-The-Sea, MA 01944

The Architect:  
*(Name, legal status, address and other information)*

**BLW Engineers, Inc.**  
P.O. Box 1551  
311 Great Road  
Littleton, Massachusetts 01460

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
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## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☒ [ X ] The date of this Agreement.
- ☐ [ ] A date set forth in a notice to proceed issued by the Owner.
- ☐ [ ] Established as follows:

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

- ☒ [ X ] Not later than 90 calendar days from the date of commencement of the Work. Final completion not more than 30 days after final completion date.
- ☐ [ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be TBD (\$ ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:

Item	Price

§ 4.4 Unit prices, if any:

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

Failure of Contractor to complete the work or any part of the work within the specified, **Town of Manchester-By-The-Sea** shall recover as liquidated damages \$500.00 per day for every day beyond the contract completion dates or completion dates as extended in accordance with A201-2017. Owner and Contractor recognize that Owner will suffer financial loss if the work is not completed on schedule, thus such liquidated damages for delay reflect an agreed upon approximation of loss suffered by Owner because of such delay and do not constitute a penalty.

§ 4.6 Other:

#### ARTICLE 5 PAYMENTS

##### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

<< >>

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

Subject to Applicable Provisions of Massachusetts Law with Respect to Payments under this Agreement

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment



pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

§ 8.3 The Contractor's representative:

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

§ 8.7 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
- .5 Drawings: Are those contained in the Construction Documents dated February 26, 2024.

Number	Title	Date

- .6 Specifications: Are those contained in the Construction Documents dated February 26, 2024

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**

[ « » ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

[ « » ] The Sustainability Plan:

[ « » ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

Insurance Requirements  
Prevailing Wages

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

\_\_\_\_\_  
(Printed name and title)

**PERFORMANCE BOND FORM**

- 1.01 The "Performance Bond", the American Institute of Architects, Document No. A-312, current edition, is hereby made a part of these Contract Documents. The bond is binding upon the Owner and Contractor as if written out in full in these Contract Documents.
- 1.02 The Performance Bond shall be in the amount of one hundred percent (100%) of the Contract price for faithful performance of this Contract.
- 1.03 The Performance Bond shall be T-Listed; Surety company(ies) shall be listed in the U.S. Treasury Department Circular 570, most recent edition, as amended.
- 1.04 The cost of the Performance Bond shall be included in the Contract bid amount.

END OF SECTION

**LABOR AND MATERIALS PAYMENT BOND FORM**

- 1.01 The "Labor and Materials Payment Bond" the American Institute of Architects Document No. A-312, current edition, is hereby made a part of these Contract Documents. The bond is binding upon the Owner and Contractor as if written out in full in these Contract Documents.
- 1.02 The Payment Bond shall be in the amount of one hundred percent (100%) of the Contract Price for payments of all labor and materials required for use in the performance of this Contract.
- 1.03 The Payment Bond shall be T-Listed; Surety company(ies) shall be listed in the U.S. Treasury Department Circular 570, most recent edition, as amended.
- 1.04 The cost of the Payment Bond shall be included in the Contract bid amount.

END OF SECTION

**BID BOND FORM**

- 1.01 The "Bid Bond", the American Institute of Architects, Document No. A310, current edition, is hereby made a part of these Contract Documents. The bond is binding upon the Owner and Contractor as if written out in full in these Contract Documents.
- 1.02 The Bid Bond shall be in the amount of five percent (5%) of the total bid amount.
- 1.03 The Bid Bond shall be T-Listed; Surety Company (ies) shall be listed in the U.S. Treasury Department Circular 570, most recent edition, as amended.
- 1.04 The cost of the Bid Bond shall be included in the Contract bid amount.

END OF SECTION

**NON-COLLUSION AFFIDAVIT**

State of: Massachusetts.

County of \_\_\_\_\_.

Being first duly sworn deposes and says that:

- A. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
- C. Such Bid is genuine and is not a collusive or sham Bid;
- D. Neither the said Bidder nor any of its officers, partners, agents, representatives, employees or parties of interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract; and
- E. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its officers, partners, agents, representatives, employees or parties of interest, including this affidavit.
- F. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

**CERTIFICATION OF PAYMENT OF TAXES**

Legislation enacted by the Commonwealth of Massachusetts effective July 1, 1983, requires that the attestation below is signed:

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

If an Individual:

Social Security Number \_\_\_\_\_

If a Corporation:

Federal Tax ID Number \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

My Commission Expires: \_\_\_\_\_



### CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_  
(Name of Corporation)  
held on \_\_\_\_\_ Directors were present or waived notice, it was voted that  
(Date)  
\_\_\_\_\_ of this company, be and hereby is authorized to execute  
(Officer and Title)  
contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such  
execution of any contract or bond of obligation in this company's name on its behalf of such  
\_\_\_\_\_ under seal of the company shall be valid and binding upon this company.  
(Officer)

A TRUE COPY,

ATTEST:

\_\_\_\_\_  
Place of Business:  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Corporation)  
that \_\_\_\_\_ is the duly elected \_\_\_\_\_  
(Name of Officer) (Title)

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

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

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_  
(Corporate Seal)

### COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_  
COUNTY, SS.

\_\_\_\_\_  
DATE

Then personally appeared the above named \_\_\_\_\_ and acknowledged the  
foregoing instrument to be his/her free act and deed before me.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

### OSHA COMPLIANCE CERTIFICATION

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

1. That he is able to furnish labor than can work in harmony with all other elements of labor employed or to be employed at the work.
2. All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
3. That all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration. (MGL. c. 30, Section 39S (a)) Pursuant to M.G.L. c. 30, Section 39M and M.G.L. c. 149, I certify under penalties of perjury that, to the best of my Knowledge and belief, I am in compliance with the OSHA requirements as stated above.

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

Authorized Signatory \_\_\_\_\_

END OF SECTION

# DRAFT AIA® Document A201™ – 2017

## General Conditions of the Contract for Construction

### FOR THE FOLLOWING PROJECT:

**Fire and Rescue Department – Fire Alarm Project**  
12 School Street  
Manchester-By-The-Sea, MA 01944

### THE OWNER:

**Town of Manchester-By-The-Sea**  
10 Central Street  
Manchester-By-The-Sea, MA 01944

### THE ARCHITECT:

**BLW Engineers, Inc.**  
P.O. Box 1551  
311 Great Road  
Littleton, Massachusetts 01460

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**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of 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 the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal 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 Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the 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 and 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 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 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 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.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 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 that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

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 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **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 Section 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 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, 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.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.



§ 2.3.4 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.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in 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 Section 6.1.3.

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### 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 Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. 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 its 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 or entities other than the Contractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 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.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, 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 coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. 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.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 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** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly 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 the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work 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.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that 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, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that 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, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that 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 that an equitable adjustment be made 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 promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 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; and
- .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 Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 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.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of 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

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 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 that 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. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 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 that 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 the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, 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.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 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 that 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, 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. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, 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 construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 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 Section 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 ARCHITECT**

### **§ 4.1 General**

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 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.

### **§ 4.2 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 during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed 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 not have control over, charge of, or responsibility 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.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. 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.

### **§ 4.2.4 Communications**

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 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 has 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 Sections 13.4.2 and 13.4.3, whether or not the 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, 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 in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness 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 Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or 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 order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; 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 pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 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 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 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.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## 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 the 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period 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 substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

## **§ 5.3 Subcontractual Relations**

By appropriate written agreement, 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 Subcontractor's Work that the Contractor, by these Contract 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 that 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 Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 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.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 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 Section 3.14.

### **§ 6.3 Owner's Right to Clean Up**

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. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 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 The 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.

### § 7.3 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 Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment 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, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 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 Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .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;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.



§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement 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.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that 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.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim 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 15.

§ 7.3.10 When the Owner and Contractor agree with a 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 the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### 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 Section 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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended 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 Article 15.

§ 8.3.3 This Section 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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 prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that 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 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 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, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 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 Section 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 Section 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 opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 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 suppliers 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 a Separate 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 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## § 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 pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the 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 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

## § 9.7 Failure of Payment

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 binding dispute resolution, then the Contractor may, upon seven additional days' 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 shutdown, 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 that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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 and authorized by public authorities having jurisdiction over the Project. 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 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 Section 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 the Contractor's 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. 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 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 Section 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, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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, corrected, 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 the surety to payment of the balance due for that 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;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a 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**

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, a Subcontractor, or a Sub-subcontractor; 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 comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

**§ 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 Sections 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 Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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 Section 3.18.

**§ 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 permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

If either party 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, notice of the 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.

**§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and 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 notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, 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 cause it to be 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 the material or substance or who are to perform the task of removal or safe containment of the 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. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 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 Section 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), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency 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 reimburse the Contractor for all cost and expense thereby incurred.

#### **§ 10.4 Emergencies**

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 extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** 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 authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

#### **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to



provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement 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 Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner

shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## **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 requested 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 that 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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, 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 Section 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 Section 9.9.1, or by terms of any 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 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 Section 2.5.

**§ 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 completion of that portion 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 Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that 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 of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for

correction of Work as described in Section 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.

### **§ 12.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 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 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 a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### **§ 13.3 Rights and Remedies**

**§ 13.3.1** 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.

**§ 13.3.2** 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 upon in writing.

### **§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. 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 that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, 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 Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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.

§ 13.4.4 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.

§ 13.4.5 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.

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

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

## 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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that 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 Section 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 reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 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 Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly 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' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written 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 Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 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 Initial Decision Maker, 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 under Section 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 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 Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract 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. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.



### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall 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.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

### **§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 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.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

**§ 15.1.6.2** 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.

### **§ 15.1.7 Waiver of 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 Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### **§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker

and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a 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 Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker 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 Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker 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 the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 15.2.7** In the event of a Claim against the Contractor, 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 Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** 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.

### **§ 15.3 Mediation**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution 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. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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.

## § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. 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.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 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.

§ 15.4.3 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.

## § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



## **SUPPLEMENTARY CONDITIONS**

- 1.01 This form supplements the Awarding Authority, "General Conditions," and applies only to contracts for the construction, reconstruction, alteration, remodeling or repair of public works or public buildings.
- 1.02 Wherever the law requires one contracting with a city or town to be bonded, such obligation shall be understood to be a term and condition of this Contract. The CONTRACTOR agrees to secure such bond (where required) and provide an original thereof to the Owner prior to the commencement of performance.
- 1.03 Equality:
- A. In the case of a closed Specification written for a specific item or items to be furnished under the Base Bid, such Specifications shall, as applicable, be in compliance with the Massachusetts General Laws, Chapter 30, Section 39M and Chapter 149, Section 44A et seq.
  - B. Where the name of an item, material or manufacturer is mentioned in the Specifications or on the Drawings, except as above noted, the intent is to establish a standard and in no way should be construed to exclude any item or manufacturer not mentioned by name, but whose product meets the Specifications as to design, utility and quality. Final decision shall rest with the Project Representative as to its acceptability.
- 1.04 The CONTRACTOR shall carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Sec. 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The CONTRACTOR shall at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 to 27D (Prevailing Wage), as shall be in force and as amended.
- 1.05 The CONTRACTOR shall continuously maintain adequate protection of all work from damage and shall protect the property of the Owner and others, including adjacent property, from injury or loss arising in connection with the Contract. The CONTRACTOR shall make good any such damage, injury or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner, or due to causes beyond the CONTRACTOR'S control and not the CONTRACTOR'S fault or negligence.
- 1.06 The CONTRACTOR shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of federal, state and local laws and codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The CONTRACTOR shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, shall post danger signs warning against the hazards created by such features of construction as pits, protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and shall designate a responsible member of its organization on the work, whose duty shall be the prevention of accidents.

- 1.07 The Owner shall at all times have access to the work whenever it is in preparation or progress and the CONTRACTOR shall provide suitable accommodations for such access.
- 1.08 The CONTRACTOR shall appoint a competent superintendent and any necessary assistants satisfactory to the Owner.
- 1.09 The CONTRACTOR shall give efficient supervision to the work, using its best skill and attention. The CONTRACTOR shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Owner any error, inconsistency or omission which shall be discovered, but will not be liable to the Owner for any damage resulting from errors or deficiencies in the Contract Documents. Included in this responsibility shall be supervision of all work performed by subcontractors on the work.
- 1.10 If the CONTRACTOR should neglect to prosecute the work properly, or fail to perform the contract or any of its provisions, the Owner, upon three days written notice, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR.
- 1.11 Inspection by the Owner's Project Representative:
- A. The Owner shall have the right to designate a Project Representative who may make periodic visits to the site to familiarize the Owner generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. The Project Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and will not be responsible for the CONTRACTOR'S failure to carry out the construction work in accordance with the Contract Documents. During such visits and on the basis of these observations while at the site, the Project Representative will keep the Owner informed on the progress of the work, will endeavor to guard the Owner against defects and deficiencies in the work of contractors, and may condemn structural work as failing to conform to the Contract Documents. The Project Representative shall have authority to act on behalf of the Owner only to the extent expressly delegated by the Awarding Authority, while shall be shown to the CONTRACTOR, and shall have authority to stop the work whenever such stoppage may reasonably be necessary to insure the proper execution of the Contract.
  - B. In connection with the work the Project Representative shall not be responsible for construction methods, means, techniques, sequences or procedures employed by the CONTRACTOR or the CONTRACTOR'S safety programs, requirements, regulations or precautions.
- 1.12 Decisions of the Project Representative:
- A. The Project Representative shall, within a reasonable time, make decisions on all claims of the Owner or the CONTRACTOR and on all other matters relating to the execution and progress of the structural work or the interpretation of the Contract Documents.
  - B. The Project Representative's decision, in matters relating to the project, shall be final, if within the terms of the Contract Documents.

- C. If, however, the Project Representative fails to render a decision within ten days after the parties have presented their evidence, either party may then avail itself of the remedies provided in the contract or available to it by law. If the Project Representative renders a decision after such remedies have commenced, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decision is acceptable to the parties concerned.

1.13 Use of Premises by the CONTRACTOR:

- A. The CONTRACTOR shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law, by-laws, permits or directions of the Owner and shall not unreasonably encumber the premises with its materials.
- B. The CONTRACTOR shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

1.14 Maintenance of Premises:

- A. The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the work site and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean," or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost to the several contractors, as the Awarding Authority shall determine to be just.

1.15 Right to Terminate:

- A. If the CONTRACTOR should (1) be adjudged a bankrupt, (2) make a general assignment for the benefit of creditors, (3) have a receiver appointed on account of its insolvency, (4) persistently or repeatedly refuse or fail to supply enough personnel and resources to perform the contract, (5) fail to make prompt payment to subcontractors or to providers of materials or labor, (6) persistently disregard laws and regulations or lawful directives of the Owner, or (7) be guilty of a substantial violation of any provision of the Contract, then the Owner may, without prejudice to any other right or remedy and after giving the CONTRACTOR (any surety) seven days written notice, terminate the contract and the employment of the CONTRACTOR and take possession of the premises and of all materials, tools and appliance thereon and finish the work by whatever method it deems appropriate. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expenses shall exceed such unpaid balances, the CONTRACTOR shall pay the difference to the Owner.

1.16 Progress Payments: See Contract Clauses

1.17 Withholding of Payment:

- A. The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary in its reasonable opinion to protect the Owner from loss on account of;
- B. Defective work not remedied.
- C. Claims filed or reasonable evidence indicating probable filing of claims.
- D. Failure of the CONTRACTOR to make payments properly to Subcontractors or for material or labor.
- E. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- F. Damage to another CONTRACTOR.
- G. Withholding of payments shall be in strict compliance with statutory requirements.

1.18 Damages:

- A. Should either party to the Contract suffer damages because of any wrongful act or neglect of the other party, or of anyone employed by him, claim shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the Final Payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement, or by recourse to remedies provided by law or by provisions of the contract.

1.19 Liens:

- A. Neither the Final Payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the Owner a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that as far as it has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The CONTRACTOR shall comply with all statutory provisions of the General Laws of the Commonwealth of Massachusetts with regard to liens, Chapter 254 and 149 as amended (as a minimum requirement).

1.20 The CONTRACTOR'S Responsibility:

- A. Should the CONTRACTOR cause damage to any separate contractor on the work, the CONTRACTOR agrees, upon due notice, to settle with such contractor by agreement, or by recourse to remedies provided by law or by the provisions of the contract. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the CONTRACTOR, who shall defend such proceedings at the Owner's expense and, if any judgment against the Owner arises therefrom, the CONTRACTOR shall pay or satisfy it and pay all costs incurred by the Owner.

1.21 Separate Contracts:

- A. The Awarding Authority reserves the right to let other Contracts in connection with this work under similar General Conditions. The CONTRACTOR shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.
- B. If any part of the CONTRACTOR'S work depends, for proper execution or results, upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the Owner any defects in such work that render it unsuitable for such proper execution and results. Failure of the CONTRACTOR so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work except as to defects which may develop in the other CONTRACTOR'S work after the execution of its work.
- C. To ensure the proper execution of its subsequent work the CONTRACTOR shall measure work already in place and shall at once report to the Owner any discrepancy between the executed work and the Drawings.

1.22 Subcontracts:

- A. All Subcontracts shall be awarded in conformity with the requirements of the General Laws, Commonwealth of Massachusetts, Chapter 149, Sections 44A to 44L inclusive.
- B. The CONTRACTOR agrees that it is as fully responsible to the Owner for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
- C. Nothing contained in the Contract Documents shall create any contractual relations between any Subcontractor and the Owner.

1.23 CONTRACTOR-Subcontractor Relations:

- A. The CONTRACTOR agrees to bind every Subcontractor, and every Subcontractor agrees to be bound, by the terms of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Drawings and Specifications, as far as applicable to its work, including the provisions of the General Laws, Commonwealth of Massachusetts, Chapter 149, Section 44A, et seq.

1.24 OSHA TRAINING – Text of section added by 2004, 306, Sec. 2 effective July 1, 2006. See 2005 Sec 5.

- A. Section 39S. (a) As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. Any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the commonwealth, or political subdivision thereof, or by any county, city or town, district, or housing authority, and estimated by the awarding authority to cost more than \$10,000, and any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency,

estimated to cost more than \$10,000, shall certify on the bid, or contract, under penalties of perjury, as follows:

1. (1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.
2. Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.
3. The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contract and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (d), and he shall not be required to pay the clerk of the court an entry fee in connection with the institution of the proceeding.

END OF SECTION

## **INSURANCE REQUIREMENTS**

1.01 TABLE OF ARTICLES #11 INSURANCE AND BONDS INCLUDED IN AIA DOCUMENT A201 – 2017 IS HEREBY AMENDED AS FOLLOWS:

11.1 Contractor's Liability Insurance

11.1.1 Delete – Revisions are set forth in contract clause #26, below

11.2.1 Delete - Revisions are set forth in contract clause #26, below

11.1.3 Shall read: "An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.102 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by paragraph 26.4, below." 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."

11.1.4 Delete this section in its entirety. Revisions are set forth in contract clause #26, below

11.2 Owner's Liability Insurance – Delete this section in its entirety

11.3 Property Insurance - Delete this section in its entirety

11.3.1 Delete this section in its entirety

11.3.1.1 Delete this section in its entirety

11.2.1.2 Delete this section in its entirety

11.2.1.3 Delete this section in its entirety

11.3.1.4 Delete this section in its entirety

11.3.1.5 Shall read: "Use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such use by endorsement or otherwise. The Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall take no action with respect to use that would cause cancellation, lapse or reduction of insurance."

11.3.2 Boiler and Machinery Insurance – Delete this section in its entirety

11.3.3 Loss of Use Insurance – Delete this section in its entirety

11.3.7 Waivers of Subrogation – Delete this section in its entirety

11.3.8 Delete this section in its entirety

11.3.9 Delete this section in its entirety

11.3.10 Delete this section in its entirety

***The following contract clauses are hereby incorporated into the project bid documents:***

**1.02 THE CONTRACTOR'S INSURANCE:**

- A. The Contractor shall provide and maintain insurance, at its expense, during the term of the contract, as well as any and all renewals thereof, which shall be at a minimum, in the amounts and types as set forth below.
- B. The contractor shall purchase and maintain such insurance that shall protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- C. Worker's Compensation Insurance: Statutory Limits established by the Commonwealth of Massachusetts. Individuals, sole proprietors and partners shall obtain workers compensation insurance and shall provide evidence of such coverage.
- D. Employer's Liability Insurance: Employer's Liability Insurance in the amount of \$1,000,000 Bodily Injury per Accident, \$1,000,000 Bodily Injury by Disease, each employee and policy limit.
- E. General Liability Insurance: Commercial general liability insurance on an occurrence basis with limits not less than a combined single limit per occurrence of \$1,000,000; \$1,000,000 aggregate for products/completed operations; \$1,000,000 per person for personal/advertising injury; and \$2,000,000 general aggregate. General liability policies shall not contain a deductible and this shall be clearly evidenced on the certificate of insurance. The "XCU" perils shall be included. A waiver of subrogation shall not be included in the policy. Products and completed operations shall be maintained for three years (3) from the date of final completion and acceptance of the project by the Owner. Refer to paragraph 11.1.3 of AIA Document for additional requirements.
- F. Umbrella Liability Insurance: Umbrella liability insurance applying in excess of primary employer's liability, general liability and automobile liability with limits of at least \$3,000,000 per occurrence, \$3,000,000 aggregate.
  - 1. Builders' Risk Coverage: Property coverage for the full insurable value (completed value) of the portion of the building under construction. "All risk" insurance coverage for physical loss or damage and theft shall be included in the policy.
  - 2. Property Insurance: Provide coverage for materials and supplies in transit and materials stored off site in an amount equal to the value of the property.



- G. Automobile Liability Insurance: \$1,000,000 Combined single limit per accident for bodily injury and property damage liability. Coverage shall be provided for all owned, hired and non-owned vehicles and shall be evidenced on the certificate. There shall be no automobile liability deductible applicable.
- H. Insurance Certificates: The Contractor shall furnish Policies and Certificates of Insurance that are acceptable to the Owner, within five (5) days of notification by the Owner or the Owners Representative. Six insurance certificates, in original form shall be provided to the Owner. Electronic signatures are acceptable; handwritten signatures shall (preferably) be executed in blue ink. Stamped signatures are not acceptable.
- I. Certificate Holder:
1. The certificate holder shall be listed as:  
  
**The Town of Manchester-By-The-Sea  
10 Central Street  
Manchester-By-The-Sea, MA 01944**
  2. Insurance purchased and maintained by the Contractor shall contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days prior written notice has been provided to the Certificate Holder.
- J. Description of Operations:
1. The Project Title shall be included in this section of the Acord certificate.
  2. **The Town of Manchester-By-the-Sea** shall be named as an additional insured (including its employees, agents and representatives), with respect to all coverage, with the exception of worker's compensation.
- K. License to Transact:
1. Companies providing insurance coverage shall be licensed to transact business in the Commonwealth of Massachusetts.
  2. Certificates of Insurance acceptable to the Owner shall be addressed to and filed with the Owner prior to execution of the construction contract.
- L. AM Best Rating:
1. Insurance providers shall be rated, as a minimum, "A-" by A.M. Best. If the rating of the insurance provider falls below "A-" during the period of performance of the contract, the contractor shall furnish coverage(s) from another provider that possesses a rating of A- or better at no additional cost to the Owner.
- M. Deductible:
1. There shall be no liability insurance deductibles.

2. Self insurance for deductibles by the contractor will not be permitted.
3. Any references to “Waiver(s) of Subrogation” shall be deleted in their entirety from the insurance policy(ies).

N. Miscellaneous:

1. No restrictive amendments shall be placed on the policies.
2. All premium costs shall be included in the Contractor's bid.

END OF SECTION

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>35</b>	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



# **Notice to Awarding Authorities**

## **The Massachusetts Prevailing Wage Law**

**M.G.L. c. 149, §§26-27**

### **NOTICE TO AWARDING AUTHORITIES**

- The enclosed wage schedule applies only to the specific project listed at the top of the schedule, and these rates will remain in effect for the duration of the project, except in the case of multi-year projects. For projects lasting longer than one year, awarding authorities must request updated rates.
- You should request an updated wage schedule from the Department of Labor Standards if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

### **NOTICE TO CONTRACTORS**

- The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call 617-626-5409, or write to: DAT, 19 Staniford Street, 1<sup>st</sup> Floor, P.O. Box 146759, Boston, MA 02114.

## WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

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

Each such contractor or subcontractor shall furnish to the awarding authority directly within 15 days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form.

### STATEMENT OF COMPLIANCE

\_\_\_\_\_, 20\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_  
(Contractor, subcontractor or public body) (Building or 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 twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

**NOTE:** Pursuant to MGL Ch. 149 s.27B, every contractor and subcontractor is required to submit a "true and accurate" copy of their weekly payroll records directly to the awarding authority. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.



MAURA HEALEY  
Governor

KIM DRISCOLL  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

LAUREN JONES  
Secretary

MICHAEL FLANAGAN  
Director

Awarding Authority: TOWN OF MANCHESTER-BY-THE-SEA

Contract Number:

City/Town: MANCHESTER

Description of Work: Fire Alarm Replacement Project

Job Location: 12 SCHOOL STREET, MANCHESTER-BY-THE-SEA, MA 01944

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Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$38.95	\$15.07	\$18.67	\$0.00	\$72.69
	06/01/2024	\$39.95	\$15.07	\$18.67	\$0.00	\$73.69
	12/01/2024	\$39.95	\$15.07	\$20.17	\$0.00	\$75.19
	01/01/2025	\$39.95	\$15.57	\$20.17	\$0.00	\$75.69
	06/01/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$76.69
	12/01/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$78.30
	01/01/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$78.90
	06/01/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$79.90
	12/01/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$81.64
	01/01/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.02	\$15.07	\$18.67	\$0.00	\$72.76
	06/01/2024	\$40.02	\$15.07	\$18.67	\$0.00	\$73.76
	12/01/2024	\$40.02	\$15.07	\$20.17	\$0.00	\$75.26
	01/01/2025	\$40.02	\$15.57	\$20.17	\$0.00	\$75.76
	06/01/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$76.76
	12/01/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$78.37
	01/01/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$78.97
	06/01/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$79.97
	12/01/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$81.71
	01/01/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.14	\$15.07	\$18.67	\$0.00	\$72.88
	06/01/2024	\$40.14	\$15.07	\$18.67	\$0.00	\$73.88
	12/01/2024	\$40.14	\$15.07	\$20.17	\$0.00	\$75.38
	01/01/2025	\$40.14	\$15.57	\$20.17	\$0.00	\$75.88
	06/01/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$76.88
	12/01/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$78.49
	01/01/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$79.09
	06/01/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$80.09
	12/01/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$81.83
	01/01/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
	06/01/2024	\$39.94	\$9.65	\$17.14	\$0.00	\$66.73
	12/01/2024	\$41.27	\$9.65	\$17.14	\$0.00	\$68.06
	06/01/2025	\$42.66	\$9.65	\$17.14	\$0.00	\$69.45
	12/01/2025	\$44.04	\$9.65	\$17.14	\$0.00	\$70.83
	06/01/2026	\$45.48	\$9.65	\$17.14	\$0.00	\$72.27
	12/01/2026	\$46.92	\$9.65	\$17.14	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2023	\$40.80	\$14.50	\$11.05	\$0.00	\$66.35
	06/01/2024	\$41.80	\$14.50	\$11.05	\$0.00	\$67.35
	12/01/2024	\$42.80	\$14.50	\$11.05	\$0.00	\$68.35
	06/01/2025	\$43.80	\$14.50	\$11.05	\$0.00	\$69.35
	12/01/2025	\$44.80	\$14.50	\$11.05	\$0.00	\$70.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
	12/01/2026	\$63.28	\$15.00	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
	12/01/2026	\$63.28	\$15.00	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
	06/01/2024	\$39.94	\$9.65	\$17.14	\$0.00	\$66.73
	12/01/2024	\$41.27	\$9.65	\$17.14	\$0.00	\$68.06
	06/01/2025	\$42.66	\$9.65	\$17.14	\$0.00	\$69.45
	12/01/2025	\$44.04	\$9.65	\$17.14	\$0.00	\$70.83
	06/01/2026	\$45.48	\$9.65	\$17.14	\$0.00	\$72.27
	12/01/2026	\$46.92	\$9.65	\$17.14	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Classification			Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - BOILERMAKER - Local 29								
Effective Date - 01/01/2024								
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	65	\$31.28		\$7.07	\$13.22	\$0.00	\$51.57	
2	65	\$31.28		\$7.07	\$13.22	\$0.00	\$51.57	
3	70	\$33.68		\$7.07	\$14.23	\$0.00	\$54.98	
4	75	\$36.09		\$7.07	\$15.24	\$0.00	\$58.40	
5	80	\$38.50		\$7.07	\$16.25	\$0.00	\$61.82	
6	85	\$40.90		\$7.07	\$17.28	\$0.00	\$65.25	
7	90	\$43.31		\$7.07	\$18.28	\$0.00	\$68.66	
8	95	\$45.71		\$7.07	\$19.32	\$0.00	\$72.10	
Notes:								
Apprentice to Journeyworker Ratio:1:4								
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)			02/01/2024	\$62.40	\$11.49	\$23.59	\$0.00	\$97.48
BRICKLAYERS LOCAL 3 (LYNN)			08/01/2024	\$64.50	\$11.49	\$23.59	\$0.00	\$99.58
			02/01/2025	\$65.80	\$11.49	\$23.59	\$0.00	\$100.88
			08/01/2025	\$67.95	\$11.49	\$23.59	\$0.00	\$103.03
			02/01/2026	\$69.30	\$11.49	\$23.59	\$0.00	\$104.38
			08/01/2026	\$71.50	\$11.49	\$23.59	\$0.00	\$106.58
			02/01/2027	\$72.90	\$11.49	\$23.59	\$0.00	\$107.98

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

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.20	\$11.49	\$23.59	\$0.00	\$66.28
2	60	\$37.44	\$11.49	\$23.59	\$0.00	\$72.52
3	70	\$43.68	\$11.49	\$23.59	\$0.00	\$78.76
4	80	\$49.92	\$11.49	\$23.59	\$0.00	\$85.00
5	90	\$56.16	\$11.49	\$23.59	\$0.00	\$91.24

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.25	\$11.49	\$23.59	\$0.00	\$67.33
2	60	\$38.70	\$11.49	\$23.59	\$0.00	\$73.78
3	70	\$45.15	\$11.49	\$23.59	\$0.00	\$80.23
4	80	\$51.60	\$11.49	\$23.59	\$0.00	\$86.68
5	90	\$58.05	\$11.49	\$23.59	\$0.00	\$93.13

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
OPERATING ENGINEERS LOCAL 4	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	12/01/2023	\$45.48	\$9.65	\$18.22	\$0.00	\$73.35
LABORERS - FOUNDATION AND MARINE	06/01/2024	\$46.96	\$9.65	\$18.22	\$0.00	\$74.83
	12/01/2024	\$48.43	\$9.65	\$18.22	\$0.00	\$76.30
	06/01/2025	\$49.93	\$9.65	\$18.22	\$0.00	\$77.80
	12/01/2025	\$51.43	\$9.65	\$18.22	\$0.00	\$79.30
	06/01/2026	\$52.98	\$9.65	\$18.22	\$0.00	\$80.85
	12/01/2026	\$54.48	\$9.65	\$18.22	\$0.00	\$82.35

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	12/01/2023	\$44.33	\$9.65	\$18.22	\$0.00	\$72.20
LABORERS - FOUNDATION AND MARINE	06/01/2024	\$45.81	\$9.65	\$18.22	\$0.00	\$73.68
	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2023	\$44.33	\$9.65	\$18.22	\$0.00	\$72.20
	06/01/2024	\$45.81	\$9.65	\$18.22	\$0.00	\$73.68
	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2023	\$45.87	\$9.83	\$19.97	\$0.00	\$75.67
	03/01/2024	\$47.12	\$9.83	\$19.97	\$0.00	\$76.92
	09/01/2024	\$48.37	\$9.83	\$19.97	\$0.00	\$78.17
	03/01/2025	\$49.62	\$9.83	\$19.97	\$0.00	\$79.42
	09/01/2025	\$50.87	\$9.83	\$19.97	\$0.00	\$80.67
	03/01/2026	\$52.12	\$9.83	\$19.97	\$0.00	\$81.92
	09/01/2026	\$53.37	\$9.83	\$19.97	\$0.00	\$83.17
	03/01/2027	\$54.62	\$9.83	\$19.97	\$0.00	\$84.42

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.94	\$9.83	\$1.73	\$0.00	\$34.50
2	60	\$27.52	\$9.83	\$1.73	\$0.00	\$39.08
3	70	\$32.11	\$9.83	\$14.78	\$0.00	\$56.72
4	75	\$34.40	\$9.83	\$14.78	\$0.00	\$59.01
5	80	\$36.70	\$9.83	\$16.51	\$0.00	\$63.04
6	80	\$36.70	\$9.83	\$16.51	\$0.00	\$63.04
7	90	\$41.28	\$9.83	\$18.24	\$0.00	\$69.35
8	90	\$41.28	\$9.83	\$18.24	\$0.00	\$69.35

Effective Date - 03/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.56	\$9.83	\$1.73	\$0.00	\$35.12
2	60	\$28.27	\$9.83	\$1.73	\$0.00	\$39.83
3	70	\$32.98	\$9.83	\$14.78	\$0.00	\$57.59
4	75	\$35.34	\$9.83	\$14.78	\$0.00	\$59.95
5	80	\$37.70	\$9.83	\$16.51	\$0.00	\$64.04
6	80	\$37.70	\$9.83	\$16.51	\$0.00	\$64.04
7	90	\$42.41	\$9.83	\$18.24	\$0.00	\$70.48
8	90	\$42.41	\$9.83	\$18.24	\$0.00	\$70.48

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
Step 1&2 \$32.20/ 3&4 \$38.76/ 5&6 \$58.45/ 7&8 \$64.77

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	10/01/2023	\$25.55	\$7.02	\$4.80	\$0.00	\$37.37
CARPENTERS-ZONE 3 (Wood Frame)	10/01/2024	\$26.65	\$7.02	\$4.80	\$0.00	\$38.47
	10/01/2025	\$27.75	\$7.02	\$4.80	\$0.00	\$39.57
	10/01/2026	\$28.85	\$7.02	\$4.80	\$0.00	\$40.67

All Aspects of New Wood Frame Work

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 10/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.33	\$7.02	\$0.00	\$0.00	\$22.35
2	60	\$15.33	\$7.02	\$0.00	\$0.00	\$22.35
3	65	\$16.61	\$7.02	\$1.00	\$0.00	\$24.63
4	70	\$17.89	\$7.02	\$1.00	\$0.00	\$25.91
5	75	\$19.16	\$7.02	\$4.80	\$0.00	\$30.98
6	80	\$20.44	\$7.02	\$4.80	\$0.00	\$32.26
7	85	\$21.72	\$7.02	\$4.80	\$0.00	\$33.54
8	90	\$23.00	\$7.02	\$4.80	\$0.00	\$34.82

Effective Date - 10/01/2024

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

Notes:  
% Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
Step 1&2 \$18.52/ 3&4 \$21.07/ 5&6 \$28.70/ 7&8 \$31.26

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	01/01/2024	\$49.33	\$13.00	\$23.57	\$1.30	\$87.20
BRICKLAYERS LOCAL 3 (LYNN)						

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

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.67	\$13.00	\$15.93	\$0.00	\$53.60
2	60	\$29.60	\$13.00	\$18.57	\$1.30	\$62.47
3	65	\$32.06	\$13.00	\$19.57	\$1.30	\$65.93
4	70	\$34.53	\$13.00	\$20.57	\$1.30	\$69.40
5	75	\$37.00	\$13.00	\$21.57	\$1.30	\$72.87
6	80	\$39.46	\$13.00	\$22.57	\$1.30	\$76.33
7	90	\$44.40	\$13.00	\$23.57	\$1.30	\$82.27

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$56.13	\$15.00	\$16.40	\$0.00	\$87.53
	06/01/2024	\$57.45	\$15.00	\$16.40	\$0.00	\$88.85
	12/01/2024	\$58.93	\$15.00	\$16.40	\$0.00	\$90.33
	06/01/2025	\$60.26	\$15.00	\$16.40	\$0.00	\$91.66
	12/01/2025	\$61.73	\$15.00	\$16.40	\$0.00	\$93.13
	06/01/2026	\$63.06	\$15.00	\$16.40	\$0.00	\$94.46
	12/01/2026	\$64.54	\$15.00	\$16.40	\$0.00	\$95.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$35.62	\$15.00	\$16.40	\$0.00	\$67.02
	06/01/2024	\$36.47	\$15.00	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.42	\$15.00	\$16.40	\$0.00	\$68.82
	06/01/2025	\$38.27	\$15.00	\$16.40	\$0.00	\$69.67
	12/01/2025	\$39.22	\$15.00	\$16.40	\$0.00	\$70.62
	06/01/2026	\$40.08	\$15.00	\$16.40	\$0.00	\$71.48
	12/01/2026	\$41.03	\$15.00	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2024	\$56.06	\$9.95	\$23.95	\$0.00	\$89.96
	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$9.95	\$0.00	\$0.00	\$37.98
2	55	\$30.83	\$9.95	\$6.66	\$0.00	\$47.44
3	60	\$33.64	\$9.95	\$7.26	\$0.00	\$50.85
4	65	\$36.44	\$9.95	\$7.87	\$0.00	\$54.26
5	70	\$39.24	\$9.95	\$20.32	\$0.00	\$69.51
6	75	\$42.05	\$9.95	\$20.93	\$0.00	\$72.93
7	80	\$44.85	\$9.95	\$21.53	\$0.00	\$76.33
8	90	\$50.45	\$9.95	\$22.74	\$0.00	\$83.14

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2023	\$44.48	\$9.65	\$18.07	\$0.00	\$72.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2023	\$45.48	\$9.65	\$18.07	\$0.00	\$73.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 2	12/01/2023	\$45.23	\$9.65	\$18.07	\$0.00	\$72.95
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	12/01/2023	\$45.48	\$9.65	\$18.07	\$0.00	\$73.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	12/01/2023	\$45.23	\$9.65	\$18.07	\$0.00	\$72.95
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	12/01/2023	\$44.48	\$9.65	\$18.07	\$0.00	\$72.20
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2023	\$61.39	\$13.00	\$21.69	\$0.00	\$96.08
	03/01/2024	\$61.86	\$13.00	\$22.21	\$0.00	\$97.07
	09/01/2024	\$63.78	\$13.00	\$22.26	\$0.00	\$99.04
	03/01/2025	\$64.98	\$13.00	\$22.30	\$0.00	\$100.28
	09/01/2025	\$66.89	\$13.00	\$22.36	\$0.00	\$102.25
	03/01/2026	\$68.09	\$13.00	\$22.39	\$0.00	\$103.48
	09/01/2026	\$70.00	\$13.00	\$22.45	\$0.00	\$105.45
	03/01/2027	\$71.19	\$13.00	\$22.49	\$0.00	\$106.68
	09/01/2027	\$73.11	\$13.00	\$22.54	\$0.00	\$108.65
	03/01/2028	\$74.31	\$13.00	\$22.58	\$0.00	\$109.89

Apprentice - ELECTRICIAN - Local 103

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$24.56	\$13.00	\$0.74	\$0.00	\$38.30
2	40	\$24.56	\$13.00	\$0.74	\$0.00	\$38.30
3	45	\$27.63	\$13.00	\$16.16	\$0.00	\$56.79
4	45	\$27.63	\$13.00	\$16.16	\$0.00	\$56.79
5	50	\$30.70	\$13.00	\$16.66	\$0.00	\$60.36
6	55	\$33.76	\$13.00	\$17.16	\$0.00	\$63.92
7	60	\$36.83	\$13.00	\$17.67	\$0.00	\$67.50
8	65	\$39.90	\$13.00	\$18.17	\$0.00	\$71.07
9	70	\$42.97	\$13.00	\$18.67	\$0.00	\$74.64
10	75	\$46.04	\$13.00	\$19.18	\$0.00	\$78.22

Effective Date - 03/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$24.74	\$13.00	\$0.74	\$0.00	\$38.48
2	40	\$24.74	\$13.00	\$0.74	\$0.00	\$38.48
3	45	\$27.84	\$13.00	\$16.67	\$0.00	\$57.51
4	45	\$27.84	\$13.00	\$16.67	\$0.00	\$57.51
5	50	\$30.93	\$13.00	\$17.17	\$0.00	\$61.10
6	55	\$34.02	\$13.00	\$17.67	\$0.00	\$64.69
7	60	\$37.12	\$13.00	\$18.17	\$0.00	\$68.29
8	65	\$40.21	\$13.00	\$18.68	\$0.00	\$71.89
9	70	\$43.30	\$13.00	\$19.18	\$0.00	\$75.48
10	75	\$46.40	\$13.00	\$19.69	\$0.00	\$79.09

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

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

ELEVATOR CONSTRUCTOR	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
ELEVATOR CONSTRUCTORS LOCAL 4						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - ELEVATOR CONSTRUCTOR - Local 4</b>						
<b>Effective Date - 01/01/2022</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74
<b>Notes:</b> Steps 1-2 are 6 mos.; Steps 3-5 are 1 year						
<b>Apprentice to Journeyworker Ratio:1:1</b>						
ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2023	\$50.30	\$14.50	\$16.15	\$0.00	\$80.95
	05/01/2024	\$51.54	\$14.50	\$16.15	\$0.00	\$82.19
	11/01/2024	\$52.83	\$14.50	\$16.15	\$0.00	\$83.48
	05/01/2025	\$54.27	\$14.50	\$16.15	\$0.00	\$84.92
	11/01/2025	\$55.56	\$14.50	\$16.15	\$0.00	\$86.21
	05/01/2026	\$57.00	\$14.50	\$16.15	\$0.00	\$87.65
	11/01/2026	\$58.29	\$14.50	\$16.15	\$0.00	\$88.94
	05/01/2027	\$59.72	\$14.50	\$16.15	\$0.00	\$90.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2023	\$51.87	\$14.50	\$16.15	\$0.00	\$82.52
	05/01/2024	\$53.12	\$14.50	\$16.15	\$0.00	\$83.77
	11/01/2024	\$54.42	\$14.50	\$16.15	\$0.00	\$85.07
	05/01/2025	\$55.87	\$14.50	\$16.15	\$0.00	\$86.52
	11/01/2025	\$57.17	\$14.50	\$16.15	\$0.00	\$87.82
	05/01/2026	\$58.62	\$14.50	\$16.15	\$0.00	\$89.27
	11/01/2026	\$59.92	\$14.50	\$16.15	\$0.00	\$90.57
	05/01/2027	\$61.37	\$14.50	\$16.15	\$0.00	\$92.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2023	\$24.93	\$14.50	\$16.15	\$0.00	\$55.58
	05/01/2024	\$25.66	\$14.50	\$16.15	\$0.00	\$56.31
	11/01/2024	\$26.42	\$14.50	\$16.15	\$0.00	\$57.07
	05/01/2025	\$27.27	\$14.50	\$16.15	\$0.00	\$57.92
	11/01/2025	\$28.03	\$14.50	\$16.15	\$0.00	\$58.68
	05/01/2026	\$28.88	\$14.50	\$16.15	\$0.00	\$59.53
	11/01/2026	\$29.64	\$14.50	\$16.15	\$0.00	\$60.29
	05/01/2027	\$30.49	\$14.50	\$16.15	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	09/01/2023	\$61.39	\$13.00	\$21.69	\$0.00	\$96.08
	03/01/2024	\$61.86	\$13.00	\$22.21	\$0.00	\$97.07
	09/01/2024	\$63.78	\$13.00	\$22.26	\$0.00	\$99.04
	03/01/2025	\$64.98	\$13.00	\$22.30	\$0.00	\$100.28
	09/01/2025	\$66.89	\$13.00	\$22.36	\$0.00	\$102.25
	03/01/2026	\$68.09	\$13.00	\$22.39	\$0.00	\$103.48
	09/01/2026	\$70.00	\$13.00	\$22.45	\$0.00	\$105.45
	03/01/2027	\$71.19	\$13.00	\$22.49	\$0.00	\$106.68
	09/01/2027	\$73.11	\$13.00	\$22.54	\$0.00	\$108.65
	03/01/2028	\$74.31	\$13.00	\$22.58	\$0.00	\$109.89
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 103</i> / COMMISSIONING <i>ELECTRICIANS</i>	09/01/2023	\$49.11	\$13.00	\$19.68	\$0.00	\$81.79
	03/01/2024	\$49.49	\$13.00	\$20.19	\$0.00	\$82.68
	09/01/2024	\$51.02	\$13.00	\$20.24	\$0.00	\$84.26
	03/01/2025	\$51.98	\$13.00	\$20.27	\$0.00	\$85.25
	09/01/2025	\$53.51	\$13.00	\$20.32	\$0.00	\$86.83
	03/01/2026	\$54.47	\$13.00	\$20.34	\$0.00	\$87.81
	09/01/2026	\$56.00	\$13.00	\$20.39	\$0.00	\$89.39
	03/01/2027	\$56.95	\$13.00	\$20.42	\$0.00	\$90.37
	09/01/2027	\$58.49	\$13.00	\$20.46	\$0.00	\$91.95
	03/01/2028	\$59.45	\$13.00	\$20.49	\$0.00	\$92.94
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$44.47	\$15.00	\$16.40	\$0.00	\$75.87
	06/01/2024	\$45.53	\$15.00	\$16.40	\$0.00	\$76.93
	12/01/2024	\$46.71	\$15.00	\$16.40	\$0.00	\$78.11
	06/01/2025	\$47.77	\$15.00	\$16.40	\$0.00	\$79.17
	12/01/2025	\$48.94	\$15.00	\$16.40	\$0.00	\$80.34
	06/01/2026	\$50.00	\$15.00	\$16.40	\$0.00	\$81.40
	12/01/2026	\$51.18	\$15.00	\$16.40	\$0.00	\$82.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2023	\$25.48	\$9.65	\$17.14	\$0.00	\$52.27
	06/01/2024	\$26.51	\$9.65	\$17.14	\$0.00	\$53.30
	12/01/2024	\$26.51	\$9.65	\$17.14	\$0.00	\$53.30
	06/01/2025	\$27.59	\$9.65	\$17.14	\$0.00	\$54.38
	12/01/2025	\$27.59	\$9.65	\$17.14	\$0.00	\$54.38
	06/01/2026	\$28.71	\$9.65	\$17.14	\$0.00	\$55.50
	12/01/2026	\$28.71	\$9.65	\$17.14	\$0.00	\$55.50
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FLOORCOVERER	09/01/2023	\$53.48	\$8.83	\$20.27	\$0.00	\$82.58
FLOORCOVERERS LOCAL 2168 ZONE I	03/01/2024	\$54.73	\$8.83	\$20.27	\$0.00	\$83.83
	09/01/2024	\$56.23	\$8.83	\$20.27	\$0.00	\$85.33
	03/01/2025	\$57.73	\$8.83	\$20.27	\$0.00	\$86.83
	09/01/2025	\$59.23	\$8.83	\$20.27	\$0.00	\$88.33
	03/01/2026	\$60.73	\$8.83	\$20.27	\$0.00	\$89.83
	09/01/2026	\$62.23	\$8.83	\$20.27	\$0.00	\$91.33
	03/01/2027	\$63.73	\$8.83	\$20.27	\$0.00	\$92.83

**Apprentice - FLOORCOVERER - Local 2168 Zone I**

**Effective Date - 09/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.74	\$8.83	\$1.76	\$0.00	\$37.33
2	55	\$29.41	\$8.83	\$1.76	\$0.00	\$40.00
3	60	\$32.09	\$8.83	\$3.52	\$0.00	\$44.44
4	65	\$34.76	\$8.83	\$3.52	\$0.00	\$47.11
5	70	\$37.44	\$8.83	\$16.75	\$0.00	\$63.02
6	75	\$40.11	\$8.83	\$16.75	\$0.00	\$65.69
7	80	\$42.78	\$8.83	\$18.51	\$0.00	\$70.12
8	85	\$45.46	\$8.83	\$18.51	\$0.00	\$72.80

**Effective Date - 03/01/2024**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.37	\$8.83	\$1.76	\$0.00	\$37.96
2	55	\$30.10	\$8.83	\$1.76	\$0.00	\$40.69
3	60	\$32.84	\$8.83	\$3.52	\$0.00	\$45.19
4	65	\$35.57	\$8.83	\$3.52	\$0.00	\$47.92
5	70	\$38.31	\$8.83	\$16.75	\$0.00	\$63.89
6	75	\$41.05	\$8.83	\$16.75	\$0.00	\$66.63
7	80	\$43.78	\$8.83	\$18.51	\$0.00	\$71.12
8	85	\$46.52	\$8.83	\$18.51	\$0.00	\$73.86

**Notes:** Steps are 750 hrs.  
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)  
 Step 1&2 \$34.65/ 3&4 \$41.76/ 5&6 \$63.02/ 7&8 \$70.12

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

FORK LIFT/CHERRY PICKER	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
OPERATING ENGINEERS LOCAL 4	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
	12/01/2026	\$63.28	\$15.00	\$16.40	\$0.00	\$94.68

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$35.62	\$15.00	\$16.40	\$0.00	\$67.02
	06/01/2024	\$36.47	\$15.00	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.42	\$15.00	\$16.40	\$0.00	\$68.82
	06/01/2025	\$38.27	\$15.00	\$16.40	\$0.00	\$69.67
	12/01/2025	\$39.22	\$15.00	\$16.40	\$0.00	\$70.62
	06/01/2026	\$40.08	\$15.00	\$16.40	\$0.00	\$71.48
	12/01/2026	\$41.03	\$15.00	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2024	\$45.56	\$9.95	\$23.95	\$0.00	\$79.46
	07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66
	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

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

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

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$9.95	\$0.00	\$0.00	\$32.73
2	55	\$25.06	\$9.95	\$6.66	\$0.00	\$41.67
3	60	\$27.34	\$9.95	\$7.26	\$0.00	\$44.55
4	65	\$29.61	\$9.95	\$7.87	\$0.00	\$47.43
5	70	\$31.89	\$9.95	\$20.32	\$0.00	\$62.16
6	75	\$34.17	\$9.95	\$20.93	\$0.00	\$65.05
7	80	\$36.45	\$9.95	\$21.53	\$0.00	\$67.93
8	90	\$41.00	\$9.95	\$22.74	\$0.00	\$73.69

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

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$9.95	\$0.00	\$0.00	\$33.33
2	55	\$25.72	\$9.95	\$6.66	\$0.00	\$42.33
3	60	\$28.06	\$9.95	\$7.26	\$0.00	\$45.27
4	65	\$30.39	\$9.95	\$7.87	\$0.00	\$48.21
5	70	\$32.73	\$9.95	\$20.32	\$0.00	\$63.00
6	75	\$35.07	\$9.95	\$20.93	\$0.00	\$65.95
7	80	\$37.41	\$9.95	\$21.53	\$0.00	\$68.89
8	90	\$42.08	\$9.95	\$22.74	\$0.00	\$74.77

**Notes:**

Steps are 750 hrs.

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

HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
	12/01/2026	\$63.28	\$15.00	\$16.40	\$0.00	\$94.68

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.27	\$15.00	\$0.00	\$0.00	\$45.27
2	60	\$33.02	\$15.00	\$16.40	\$0.00	\$64.42
3	65	\$35.77	\$15.00	\$16.40	\$0.00	\$67.17
4	70	\$38.52	\$15.00	\$16.40	\$0.00	\$69.92
5	75	\$41.27	\$15.00	\$16.40	\$0.00	\$72.67
6	80	\$44.02	\$15.00	\$16.40	\$0.00	\$75.42
7	85	\$46.78	\$15.00	\$16.40	\$0.00	\$78.18
8	90	\$49.53	\$15.00	\$16.40	\$0.00	\$80.93

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.98	\$15.00	\$0.00	\$0.00	\$45.98
2	60	\$33.80	\$15.00	\$16.40	\$0.00	\$65.20
3	65	\$36.61	\$15.00	\$16.40	\$0.00	\$68.01
4	70	\$39.43	\$15.00	\$16.40	\$0.00	\$70.83
5	75	\$42.25	\$15.00	\$16.40	\$0.00	\$73.65
6	80	\$45.06	\$15.00	\$16.40	\$0.00	\$76.46
7	85	\$47.88	\$15.00	\$16.40	\$0.00	\$79.28
8	90	\$50.70	\$15.00	\$16.40	\$0.00	\$82.10

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK)	02/01/2024	\$57.86	\$14.43	\$27.07	\$2.93	\$102.29
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2024	\$59.61	\$14.43	\$27.07	\$2.93	\$104.04
	02/01/2025	\$61.36	\$14.43	\$27.07	\$2.93	\$105.79
	08/01/2025	\$63.21	\$14.43	\$27.07	\$2.93	\$107.64
	02/01/2026	\$65.16	\$14.43	\$27.07	\$2.93	\$109.59
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS)	09/01/2023	\$61.39	\$13.00	\$21.69	\$0.00	\$96.08
ELECTRICIANS LOCAL 103	03/01/2024	\$61.86	\$13.00	\$22.21	\$0.00	\$97.07
	09/01/2024	\$63.78	\$13.00	\$22.26	\$0.00	\$99.04
	03/01/2025	\$64.98	\$13.00	\$22.30	\$0.00	\$100.28
	09/01/2025	\$66.89	\$13.00	\$22.36	\$0.00	\$102.25
	03/01/2026	\$68.09	\$13.00	\$22.39	\$0.00	\$103.48
	09/01/2026	\$70.00	\$13.00	\$22.45	\$0.00	\$105.45
	03/01/2027	\$71.19	\$13.00	\$22.49	\$0.00	\$106.68
	09/01/2027	\$73.11	\$13.00	\$22.54	\$0.00	\$108.65
	03/01/2028	\$74.31	\$13.00	\$22.58	\$0.00	\$109.89
For apprentice rates see "Apprentice- ELECTRICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2024	\$57.86	\$14.43	\$27.07	\$2.93	\$102.29
	08/01/2024	\$59.61	\$14.43	\$27.07	\$2.93	\$104.04
	02/01/2025	\$61.36	\$14.43	\$27.07	\$2.93	\$105.79
	08/01/2025	\$63.21	\$14.43	\$27.07	\$2.93	\$107.64
	02/01/2026	\$65.16	\$14.43	\$27.07	\$2.93	\$109.59
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537 (Local 138)</i>	09/01/2023	\$63.48	\$12.70	\$21.50	\$0.00	\$97.68
	03/01/2024	\$65.28	\$12.70	\$21.50	\$0.00	\$99.48
	09/01/2024	\$67.08	\$12.70	\$21.50	\$0.00	\$101.28
	03/01/2025	\$68.88	\$12.70	\$21.50	\$0.00	\$103.08
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537 (Local 138)</i>	09/01/2023	\$63.48	\$12.70	\$21.50	\$0.00	\$97.68
	03/01/2024	\$65.28	\$12.70	\$21.50	\$0.00	\$99.48
	09/01/2024	\$67.08	\$12.70	\$21.50	\$0.00	\$101.28
	03/01/2025	\$68.88	\$12.70	\$21.50	\$0.00	\$103.08
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
	06/01/2024	\$39.94	\$9.65	\$17.14	\$0.00	\$66.73
	12/01/2024	\$41.27	\$9.65	\$17.14	\$0.00	\$68.06
	06/01/2025	\$42.66	\$9.65	\$17.14	\$0.00	\$69.45
	12/01/2025	\$44.04	\$9.65	\$17.14	\$0.00	\$70.83
	06/01/2026	\$45.48	\$9.65	\$17.14	\$0.00	\$72.27
	12/01/2026	\$46.92	\$9.65	\$17.14	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2023	\$53.50	\$14.75	\$19.61	\$0.00	\$87.86
	09/01/2024	\$56.92	\$14.75	\$19.61	\$0.00	\$91.28
	09/01/2025	\$60.34	\$14.75	\$19.61	\$0.00	\$94.70
	09/01/2026	\$63.76	\$14.75	\$19.61	\$0.00	\$98.12

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

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.75	\$14.75	\$14.32	\$0.00	\$55.82
2	60	\$32.10	\$14.75	\$15.37	\$0.00	\$62.22
3	70	\$37.45	\$14.75	\$16.43	\$0.00	\$68.63
4	80	\$42.80	\$14.75	\$17.49	\$0.00	\$75.04

Effective Date - 09/01/2024

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

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER	03/16/2023	\$52.72	\$8.35	\$26.70	\$0.00	\$87.77
IRONWORKERS LOCAL 7 (BOSTON AREA)	03/16/2024	\$53.97	\$8.35	\$26.70	\$0.00	\$89.02

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$31.63	\$8.35	\$26.70	\$0.00	\$66.68
2	70	\$36.90	\$8.35	\$26.70	\$0.00	\$71.95
3	75	\$39.54	\$8.35	\$26.70	\$0.00	\$74.59
4	80	\$42.18	\$8.35	\$26.70	\$0.00	\$77.23
5	85	\$44.81	\$8.35	\$26.70	\$0.00	\$79.86
6	90	\$47.45	\$8.35	\$26.70	\$0.00	\$82.50

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$32.38	\$8.35	\$26.70	\$0.00	\$67.43
2	70	\$37.78	\$8.35	\$26.70	\$0.00	\$72.83
3	75	\$40.48	\$8.35	\$26.70	\$0.00	\$75.53
4	80	\$43.18	\$8.35	\$26.70	\$0.00	\$78.23
5	85	\$45.87	\$8.35	\$26.70	\$0.00	\$80.92
6	90	\$48.57	\$8.35	\$26.70	\$0.00	\$83.62

Notes:

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
LABORER <i>LABORERS - ZONE 2</i>	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65

**Apprentice - *LABORER - Zone 2***

**Effective Date - 12/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.72	\$9.65	\$16.89	\$0.00	\$49.26
2	70	\$26.50	\$9.65	\$16.89	\$0.00	\$53.04
3	80	\$30.29	\$9.65	\$16.89	\$0.00	\$56.83
4	90	\$34.07	\$9.65	\$16.89	\$0.00	\$60.61

**Notes:**

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

LABORER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
	06/01/2024	\$39.19	\$9.65	\$17.14	\$0.00	\$65.98
	12/01/2024	\$40.52	\$9.65	\$17.14	\$0.00	\$67.31
	06/01/2025	\$41.91	\$9.65	\$17.14	\$0.00	\$68.70
	12/01/2025	\$43.29	\$9.65	\$17.14	\$0.00	\$70.08
	06/01/2026	\$44.73	\$9.65	\$17.14	\$0.00	\$71.52
	12/01/2026	\$46.17	\$9.65	\$17.14	\$0.00	\$72.96

**Apprentice - *LABORER (Heavy & Highway) - Zone 2***

**Effective Date - 12/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.72	\$9.65	\$17.14	\$0.00	\$49.51
2	70	\$26.50	\$9.65	\$17.14	\$0.00	\$53.29
3	80	\$30.29	\$9.65	\$17.14	\$0.00	\$57.08
4	90	\$34.07	\$9.65	\$17.14	\$0.00	\$60.86

**Effective Date - 06/01/2024**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.51	\$9.00	\$16.89	\$0.00	\$49.40
2	70	\$27.43	\$9.00	\$16.89	\$0.00	\$53.32
3	80	\$31.35	\$9.00	\$16.89	\$0.00	\$57.24
4	90	\$35.27	\$9.00	\$16.89	\$0.00	\$61.16

**Notes:**

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/01/2023	\$37.95	\$9.65	\$17.20	\$0.00	\$64.80
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	02/01/2024	\$47.89	\$11.49	\$21.37	\$0.00	\$80.75
	08/01/2024	\$49.57	\$11.49	\$21.37	\$0.00	\$82.43
	02/01/2025	\$50.61	\$11.49	\$21.37	\$0.00	\$83.47
	08/01/2025	\$52.33	\$11.49	\$21.37	\$0.00	\$85.19
	02/01/2026	\$53.41	\$11.49	\$21.37	\$0.00	\$86.27
	08/01/2026	\$55.17	\$11.49	\$21.37	\$0.00	\$88.03
	02/01/2027	\$56.29	\$11.49	\$21.37	\$0.00	\$89.15



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

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.95	\$11.49	\$21.37	\$0.00	\$56.81
2	60	\$28.73	\$11.49	\$21.37	\$0.00	\$61.59
3	70	\$33.52	\$11.49	\$21.37	\$0.00	\$66.38
4	80	\$38.31	\$11.49	\$21.37	\$0.00	\$71.17
5	90	\$43.10	\$11.49	\$21.37	\$0.00	\$75.96

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.79	\$11.49	\$21.37	\$0.00	\$57.65
2	60	\$29.74	\$11.49	\$21.37	\$0.00	\$62.60
3	70	\$34.70	\$11.49	\$21.37	\$0.00	\$67.56
4	80	\$39.66	\$11.49	\$21.37	\$0.00	\$72.52
5	90	\$44.61	\$11.49	\$21.37	\$0.00	\$77.47

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	02/01/2024	\$62.42	\$11.49	\$23.56	\$0.00	\$97.47
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2024	\$64.52	\$11.49	\$23.56	\$0.00	\$99.57
	02/01/2025	\$65.82	\$11.49	\$23.56	\$0.00	\$100.87
	08/01/2025	\$67.97	\$11.49	\$23.56	\$0.00	\$103.02
	02/01/2026	\$69.32	\$11.49	\$23.56	\$0.00	\$104.37
	08/01/2026	\$71.52	\$11.49	\$23.56	\$0.00	\$106.57
	02/01/2027	\$72.92	\$11.49	\$23.56	\$0.00	\$107.97

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

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.21	\$11.49	\$23.56	\$0.00	\$66.26
2	60	\$37.45	\$11.49	\$23.56	\$0.00	\$72.50
3	70	\$43.69	\$11.49	\$23.56	\$0.00	\$78.74
4	80	\$49.94	\$11.49	\$23.56	\$0.00	\$84.99
5	90	\$56.18	\$11.49	\$23.56	\$0.00	\$91.23

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.26	\$11.49	\$23.56	\$0.00	\$67.31
2	60	\$38.71	\$11.49	\$23.56	\$0.00	\$73.76
3	70	\$45.16	\$11.49	\$23.56	\$0.00	\$80.21
4	80	\$51.62	\$11.49	\$23.56	\$0.00	\$86.67
5	90	\$58.07	\$11.49	\$23.56	\$0.00	\$93.12

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
OPERATING ENGINEERS LOCAL 4	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
OPERATING ENGINEERS LOCAL 4	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)	01/01/2024	\$42.76	\$10.08	\$21.47	\$0.00	\$74.31
MILLWRIGHTS LOCAL 1121 - Zone 2	01/06/2025	\$45.09	\$10.08	\$21.47	\$0.00	\$76.64
	01/05/2026	\$47.42	\$10.08	\$21.47	\$0.00	\$78.97

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - MILLWRIGHT - Local 1121 Zone 2</b>						
<b>Effective Date - 01/01/2024</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.52	\$10.08	\$5.50	\$0.00	\$39.10
2	65	\$27.79	\$10.08	\$6.50	\$0.00	\$44.37
3	75	\$32.07	\$10.08	\$18.97	\$0.00	\$61.12
4	85	\$36.35	\$10.08	\$19.97	\$0.00	\$66.40
<b>Effective Date - 01/06/2025</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.80	\$10.08	\$5.50	\$0.00	\$40.38
2	65	\$29.31	\$10.08	\$6.50	\$0.00	\$45.89
3	75	\$33.82	\$10.08	\$18.97	\$0.00	\$62.87
4	85	\$38.33	\$10.08	\$19.97	\$0.00	\$68.38
<div> <b>Notes:</b> Step 1&amp;2 Appr. indentured after 1/6/2020 receive no pension,  but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66)  Steps are 2,000 hours </div>						
<b>Apprentice to Journeyworker Ratio:1:4</b>						
MORTAR MIXER LABORERS - ZONE 2	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2023	\$24.41	\$15.00	\$16.40	\$0.00	\$55.81
	06/01/2024	\$25.01	\$15.00	\$16.40	\$0.00	\$56.41
	12/01/2024	\$25.67	\$15.00	\$16.40	\$0.00	\$57.07
	06/01/2025	\$26.27	\$15.00	\$16.40	\$0.00	\$57.67
	12/01/2025	\$26.93	\$15.00	\$16.40	\$0.00	\$58.33
	06/01/2026	\$27.52	\$15.00	\$16.40	\$0.00	\$58.92
	12/01/2026	\$28.19	\$15.00	\$16.40	\$0.00	\$59.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2023	\$29.86	\$15.00	\$16.40	\$0.00	\$61.26
	06/01/2024	\$30.58	\$15.00	\$16.40	\$0.00	\$61.98
	12/01/2024	\$31.38	\$15.00	\$16.40	\$0.00	\$62.78
	06/01/2025	\$32.10	\$15.00	\$16.40	\$0.00	\$63.50
	12/01/2025	\$32.90	\$15.00	\$16.40	\$0.00	\$64.30
	06/01/2026	\$33.62	\$15.00	\$16.40	\$0.00	\$65.02
	12/01/2026	\$34.42	\$15.00	\$16.40	\$0.00	\$65.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (BRIDGES/TANKS)	01/01/2024	\$56.06	\$9.95	\$23.95	\$0.00	\$89.96
<i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

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

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

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$9.95	\$0.00	\$0.00	\$37.98
2	55	\$30.83	\$9.95	\$6.66	\$0.00	\$47.44
3	60	\$33.64	\$9.95	\$7.26	\$0.00	\$50.85
4	65	\$36.44	\$9.95	\$7.87	\$0.00	\$54.26
5	70	\$39.24	\$9.95	\$20.32	\$0.00	\$69.51
6	75	\$42.05	\$9.95	\$20.93	\$0.00	\$72.93
7	80	\$44.85	\$9.95	\$21.53	\$0.00	\$76.33
8	90	\$50.45	\$9.95	\$22.74	\$0.00	\$83.14

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

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

**Notes:**

Steps are 750 hrs.

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

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2024	\$46.96	\$9.95	\$23.95	\$0.00	\$80.86
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2024	\$48.16	\$9.95	\$23.95	\$0.00	\$82.06
	01/01/2025	\$49.36	\$9.95	\$23.95	\$0.00	\$83.26

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

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.48	\$9.95	\$0.00	\$0.00	\$33.43
2	55	\$25.83	\$9.95	\$6.66	\$0.00	\$42.44
3	60	\$28.18	\$9.95	\$7.26	\$0.00	\$45.39
4	65	\$30.52	\$9.95	\$7.87	\$0.00	\$48.34
5	70	\$32.87	\$9.95	\$20.32	\$0.00	\$63.14
6	75	\$35.22	\$9.95	\$20.93	\$0.00	\$66.10
7	80	\$37.57	\$9.95	\$21.53	\$0.00	\$69.05
8	90	\$42.26	\$9.95	\$22.74	\$0.00	\$74.95

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.08	\$9.95	\$0.00	\$0.00	\$34.03
2	55	\$26.49	\$9.95	\$6.66	\$0.00	\$43.10
3	60	\$28.90	\$9.95	\$7.26	\$0.00	\$46.11
4	65	\$31.30	\$9.95	\$7.87	\$0.00	\$49.12
5	70	\$33.71	\$9.95	\$20.32	\$0.00	\$63.98
6	75	\$36.12	\$9.95	\$20.93	\$0.00	\$67.00
7	80	\$38.53	\$9.95	\$21.53	\$0.00	\$70.01
8	90	\$43.34	\$9.95	\$22.74	\$0.00	\$76.03

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2024	\$45.02	\$9.95	\$23.95	\$0.00	\$78.92
PAINTERS LOCAL 35 - ZONE 2	07/01/2024	\$46.22	\$9.95	\$23.95	\$0.00	\$80.12
	01/01/2025	\$47.42	\$9.95	\$23.95	\$0.00	\$81.32

Classification			Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint</b>								
<b>Effective Date - 01/01/2024</b>								
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$22.51		\$9.95	\$0.00	\$0.00	\$32.46	
2	55	\$24.76		\$9.95	\$6.66	\$0.00	\$41.37	
3	60	\$27.01		\$9.95	\$7.26	\$0.00	\$44.22	
4	65	\$29.26		\$9.95	\$7.87	\$0.00	\$47.08	
5	70	\$31.51		\$9.95	\$20.32	\$0.00	\$61.78	
6	75	\$33.77		\$9.95	\$20.93	\$0.00	\$64.65	
7	80	\$36.02		\$9.95	\$21.53	\$0.00	\$67.50	
8	90	\$40.52		\$9.95	\$22.74	\$0.00	\$73.21	
<b>Effective Date - 07/01/2024</b>								
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$23.11		\$9.95	\$0.00	\$0.00	\$33.06	
2	55	\$25.42		\$9.95	\$6.66	\$0.00	\$42.03	
3	60	\$27.73		\$9.95	\$7.26	\$0.00	\$44.94	
4	65	\$30.04		\$9.95	\$7.87	\$0.00	\$47.86	
5	70	\$32.35		\$9.95	\$20.32	\$0.00	\$62.62	
6	75	\$34.67		\$9.95	\$20.93	\$0.00	\$65.55	
7	80	\$36.98		\$9.95	\$21.53	\$0.00	\$68.46	
8	90	\$41.60		\$9.95	\$22.74	\$0.00	\$74.29	
<b>Notes:</b>								
Steps are 750 hrs.								
<b>Apprentice to Journeyworker Ratio:1:1</b>								
PAINTER / TAPER (BRUSH, NEW) *			01/01/2024	\$45.56	\$9.95	\$23.95	\$0.00	\$79.46
* If 30% or more of surfaces to be painted are new construction,			07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66
NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>			01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$9.95	\$0.00	\$0.00	\$32.73
2	55	\$25.06	\$9.95	\$6.66	\$0.00	\$41.67
3	60	\$27.34	\$9.95	\$7.26	\$0.00	\$44.55
4	65	\$29.61	\$9.95	\$7.87	\$0.00	\$47.43
5	70	\$31.89	\$9.95	\$20.32	\$0.00	\$62.16
6	75	\$34.17	\$9.95	\$20.93	\$0.00	\$65.05
7	80	\$36.45	\$9.95	\$21.53	\$0.00	\$67.93
8	90	\$41.00	\$9.95	\$22.74	\$0.00	\$73.69

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$9.95	\$0.00	\$0.00	\$33.33
2	55	\$25.72	\$9.95	\$6.66	\$0.00	\$42.33
3	60	\$28.06	\$9.95	\$7.26	\$0.00	\$45.27
4	65	\$30.39	\$9.95	\$7.87	\$0.00	\$48.21
5	70	\$32.73	\$9.95	\$20.32	\$0.00	\$63.00
6	75	\$35.07	\$9.95	\$20.93	\$0.00	\$65.95
7	80	\$37.41	\$9.95	\$21.53	\$0.00	\$68.89
8	90	\$42.08	\$9.95	\$22.74	\$0.00	\$74.77

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2024	\$43.62	\$9.95	\$23.95	\$0.00	\$77.52
PAINTERS LOCAL 35 - ZONE 2	07/01/2024	\$44.82	\$9.95	\$23.95	\$0.00	\$78.72
	01/01/2025	\$46.02	\$9.95	\$23.95	\$0.00	\$79.92

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.81	\$9.95	\$0.00	\$0.00	\$31.76
2	55	\$23.99	\$9.95	\$6.66	\$0.00	\$40.60
3	60	\$26.17	\$9.95	\$7.26	\$0.00	\$43.38
4	65	\$28.35	\$9.95	\$7.87	\$0.00	\$46.17
5	70	\$30.53	\$9.95	\$20.32	\$0.00	\$60.80
6	75	\$32.72	\$9.95	\$20.93	\$0.00	\$63.60
7	80	\$34.90	\$9.95	\$21.53	\$0.00	\$66.38
8	90	\$39.26	\$9.95	\$22.74	\$0.00	\$71.95

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.41	\$9.95	\$0.00	\$0.00	\$32.36
2	55	\$24.65	\$9.95	\$6.66	\$0.00	\$41.26
3	60	\$26.89	\$9.95	\$7.26	\$0.00	\$44.10
4	65	\$29.13	\$9.95	\$7.87	\$0.00	\$46.95
5	70	\$31.37	\$9.95	\$20.32	\$0.00	\$61.64
6	75	\$33.62	\$9.95	\$20.93	\$0.00	\$64.50
7	80	\$35.86	\$9.95	\$21.53	\$0.00	\$67.34
8	90	\$40.34	\$9.95	\$22.74	\$0.00	\$73.03

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
	06/01/2024	\$39.19	\$9.65	\$17.14	\$0.00	\$65.98
	12/01/2024	\$40.52	\$9.65	\$17.14	\$0.00	\$67.31
	06/01/2025	\$41.91	\$9.65	\$17.14	\$0.00	\$68.70
	12/01/2025	\$43.29	\$9.65	\$17.14	\$0.00	\$70.08
	06/01/2026	\$44.73	\$9.65	\$17.14	\$0.00	\$71.52
	12/01/2026	\$46.17	\$9.65	\$17.14	\$0.00	\$72.96

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

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	01/01/2024	\$38.78	\$15.07	\$18.67	\$0.00	\$72.52
	06/01/2024	\$39.78	\$15.07	\$18.67	\$0.00	\$73.52
	12/01/2024	\$39.78	\$15.07	\$20.17	\$0.00	\$75.02
	01/01/2025	\$39.78	\$15.57	\$20.17	\$0.00	\$75.52
	06/01/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$76.52
	12/01/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$78.13
	01/01/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$78.73
	06/01/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$79.73
	12/01/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$81.47
	01/01/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$82.07



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59

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

**Effective Date -** 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$9.40	\$23.12	\$0.00	\$57.06
2	60	\$29.44	\$9.40	\$23.12	\$0.00	\$61.96
3	70	\$34.35	\$9.40	\$23.12	\$0.00	\$66.87
4	75	\$36.80	\$9.40	\$23.12	\$0.00	\$69.32
5	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
6	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
7	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68
8	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68

**Notes:**

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
Step 1&2 \$34.01/ 3&4 \$41.46/ 5&6 \$62.80/ 7&8 \$69.25

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

PIPEFITTER & STEAMFITTER <i>PIPEFITTERS LOCAL 537 (Local 138)</i>	09/01/2023	\$63.48	\$12.70	\$21.50	\$0.00	\$97.68
	03/01/2024	\$65.28	\$12.70	\$21.50	\$0.00	\$99.48
	09/01/2024	\$67.08	\$12.70	\$21.50	\$0.00	\$101.28
	03/01/2025	\$68.88	\$12.70	\$21.50	\$0.00	\$103.08

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - PIPEFITTER Local 537 (Local 138)</b>							
<b>Effective Date - 09/01/2023</b>							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	40	\$25.39	\$12.70	\$9.05	\$0.00	\$47.14	
2	45	\$28.57	\$12.70	\$21.50	\$0.00	\$62.77	
3	60	\$38.09	\$12.70	\$21.50	\$0.00	\$72.29	
4	70	\$44.44	\$12.70	\$21.50	\$0.00	\$78.64	
5	80	\$50.78	\$12.70	\$21.50	\$0.00	\$84.98	
<b>Effective Date - 03/01/2024</b>							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	40	\$26.11	\$12.70	\$9.05	\$0.00	\$47.86	
2	45	\$29.38	\$12.70	\$21.50	\$0.00	\$63.58	
3	60	\$39.17	\$12.70	\$21.50	\$0.00	\$73.37	
4	70	\$45.70	\$12.70	\$21.50	\$0.00	\$79.90	
5	80	\$52.22	\$12.70	\$21.50	\$0.00	\$86.42	
<div><b>Notes:</b> ** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr. Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)</div>							
<b>Apprentice to Journeyworker Ratio:**</b>							
PIPELAYER		12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
LABORERS - ZONE 2							
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY)		12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
		06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
		12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
		06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
		12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
		06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
		12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PLUMBER		09/03/2023	\$66.44	\$14.07	\$18.86	\$0.00	\$99.37
PLUMBERS & GASFITTERS LOCAL 12 (Local 138)							
		03/03/2024	\$68.24	\$14.07	\$18.86	\$0.00	\$101.17
		09/01/2024	\$70.04	\$14.07	\$18.86	\$0.00	\$102.97
		03/02/2025	\$71.34	\$14.32	\$19.11	\$0.00	\$104.77

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - PLUMBER/GASFITTER - Local 12 (Local 138)**

**Effective Date -** 09/03/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$23.25	\$14.07	\$6.80	\$0.00	\$44.12
2	40	\$26.58	\$14.07	\$7.72	\$0.00	\$48.37
3	55	\$36.54	\$14.07	\$10.51	\$0.00	\$61.12
4	65	\$43.19	\$14.07	\$12.36	\$0.00	\$69.62
5	75	\$49.83	\$14.07	\$14.22	\$0.00	\$78.12

**Effective Date -** 03/03/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$23.88	\$14.07	\$6.80	\$0.00	\$44.75
2	40	\$27.30	\$14.07	\$7.72	\$0.00	\$49.09
3	55	\$37.53	\$14.07	\$10.51	\$0.00	\$62.11
4	65	\$44.36	\$14.07	\$12.36	\$0.00	\$70.79
5	75	\$51.18	\$14.07	\$14.22	\$0.00	\$79.47

**Notes:** \*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr  
Steps are 1 yr  
Step 4 with lic\$69.00, Step5 with lic\$76.87

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

PNEUMATIC CONTROLS (TEMP.)	09/01/2023	\$63.48	\$12.70	\$21.50	\$0.00	\$97.68
PIPEFITTERS LOCAL 537 (Local 138)	03/01/2024	\$65.28	\$12.70	\$21.50	\$0.00	\$99.48
	09/01/2024	\$67.08	\$12.70	\$21.50	\$0.00	\$101.28
	03/01/2025	\$68.88	\$12.70	\$21.50	\$0.00	\$103.08

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

PNEUMATIC DRILL/TOOL OPERATOR	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
LABORERS - ZONE 2						

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21

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

POWDERMAN & BLASTER	12/01/2023	\$38.86	\$9.65	\$17.14	\$0.00	\$65.65
LABORERS - ZONE 2						

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2023	\$39.36	\$9.40	\$16.89	\$0.00	\$65.65
	06/01/2024	\$40.69	\$9.40	\$16.89	\$0.00	\$66.98
	12/01/2024	\$42.02	\$9.40	\$16.89	\$0.00	\$68.31
	06/01/2025	\$43.41	\$9.40	\$16.89	\$0.00	\$69.70
	12/01/2025	\$44.79	\$9.40	\$16.89	\$0.00	\$71.08
	06/01/2026	\$46.23	\$9.40	\$16.89	\$0.00	\$72.52
	12/01/2026	\$47.67	\$9.40	\$16.89	\$0.00	\$73.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
	12/01/2026	\$63.28	\$15.00	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$35.62	\$15.00	\$16.40	\$0.00	\$67.02
	06/01/2024	\$36.47	\$15.00	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.42	\$15.00	\$16.40	\$0.00	\$68.82
	06/01/2025	\$38.27	\$15.00	\$16.40	\$0.00	\$69.67
	12/01/2025	\$39.22	\$15.00	\$16.40	\$0.00	\$70.62
	06/01/2026	\$40.08	\$15.00	\$16.40	\$0.00	\$71.48
	12/01/2026	\$41.03	\$15.00	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 42 - J.G. MacLeallan (Wakefield)</i>	05/01/2023	\$29.25	\$12.00	\$7.00	\$0.00	\$48.25
	05/01/2024	\$29.50	\$12.00	\$7.00	\$0.00	\$48.50
	05/01/2025	\$30.00	\$12.00	\$7.00	\$0.00	\$49.00
	05/01/2026	\$30.50	\$12.00	\$7.00	\$0.00	\$49.50
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterprooffng &Roofing Damprooffg) <i>ROOFERS LOCAL 33</i>	02/01/2024	\$50.03	\$12.78	\$21.45	\$0.00	\$84.26
	08/01/2024	\$51.53	\$12.78	\$21.45	\$0.00	\$85.76
	02/01/2025	\$52.78	\$12.78	\$21.45	\$0.00	\$87.01
	08/01/2025	\$54.28	\$12.78	\$21.45	\$0.00	\$88.51
	02/01/2026	\$55.53	\$12.78	\$21.45	\$0.00	\$89.76

#### Apprentice - ROOFER - Local 33

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.02	\$12.78	\$6.21	\$0.00	\$44.01
2	60	\$30.02	\$12.78	\$21.45	\$0.00	\$64.25
3	65	\$32.52	\$12.78	\$21.45	\$0.00	\$66.75
4	75	\$37.52	\$12.78	\$21.45	\$0.00	\$71.75
5	85	\$42.53	\$12.78	\$21.45	\$0.00	\$76.76

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.77	\$12.78	\$6.21	\$0.00	\$44.76
2	60	\$30.92	\$12.78	\$21.45	\$0.00	\$65.15
3	65	\$33.49	\$12.78	\$21.45	\$0.00	\$67.72
4	75	\$38.65	\$12.78	\$21.45	\$0.00	\$72.88
5	85	\$43.80	\$12.78	\$21.45	\$0.00	\$78.03

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

Apprentice to Journeyworker Ratio:\*\*

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	02/01/2024	\$50.28	\$12.78	\$21.45	\$0.00	\$84.51
	08/01/2024	\$51.78	\$12.78	\$21.45	\$0.00	\$86.01
	02/01/2025	\$53.03	\$12.78	\$21.45	\$0.00	\$87.26
	08/01/2025	\$54.53	\$12.78	\$21.45	\$0.00	\$88.76
	02/01/2026	\$55.78	\$12.78	\$21.45	\$0.00	\$90.01

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2024	\$57.86	\$14.43	\$27.07	\$2.93	\$102.29
	08/01/2024	\$59.61	\$14.43	\$27.07	\$2.93	\$104.04
	02/01/2025	\$61.36	\$14.43	\$27.07	\$2.93	\$105.79
	08/01/2025	\$63.21	\$14.43	\$27.07	\$2.93	\$107.64
	02/01/2026	\$65.16	\$14.43	\$27.07	\$2.93	\$109.59

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$24.30	\$14.43	\$6.13	\$0.00	\$44.86
2	42	\$24.30	\$14.43	\$6.13	\$0.00	\$44.86
3	47	\$27.19	\$14.43	\$12.11	\$1.61	\$55.34
4	47	\$27.19	\$14.43	\$12.11	\$1.61	\$55.34
5	52	\$30.09	\$14.43	\$13.09	\$1.73	\$59.34
6	52	\$30.09	\$14.43	\$13.34	\$1.73	\$59.59
7	60	\$34.72	\$14.43	\$14.75	\$1.92	\$65.82
8	65	\$37.61	\$14.43	\$15.73	\$2.03	\$69.80
9	75	\$43.40	\$14.43	\$17.69	\$2.27	\$77.79
10	85	\$49.18	\$14.43	\$19.15	\$2.48	\$85.24

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$25.04	\$14.43	\$6.13	\$0.00	\$45.60
2	42	\$25.04	\$14.43	\$6.13	\$0.00	\$45.60
3	47	\$28.02	\$14.43	\$12.11	\$1.64	\$56.20
4	47	\$28.02	\$14.43	\$12.11	\$1.64	\$56.20
5	52	\$31.00	\$14.43	\$13.09	\$1.76	\$60.28
6	52	\$31.00	\$14.43	\$13.34	\$1.76	\$60.53
7	60	\$35.77	\$14.43	\$14.75	\$1.95	\$66.90
8	65	\$38.75	\$14.43	\$15.73	\$2.07	\$70.98
9	75	\$44.71	\$14.43	\$17.69	\$2.30	\$79.13
10	85	\$50.67	\$14.43	\$19.15	\$2.53	\$86.78

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	01/01/2024	\$39.24	\$15.07	\$18.67	\$0.00	\$72.98
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2024	\$40.24	\$15.07	\$18.67	\$0.00	\$73.98
	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.53	\$15.07	\$18.67	\$0.00	\$73.27
	06/01/2024	\$40.53	\$15.07	\$18.67	\$0.00	\$74.27
	12/01/2024	\$40.53	\$15.07	\$20.17	\$0.00	\$75.77
	01/01/2025	\$40.53	\$15.57	\$20.17	\$0.00	\$76.27
	06/01/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$77.27
	12/01/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$78.88
	01/01/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$79.48
	06/01/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$80.48
	12/01/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$82.22
	01/01/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$82.82
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2</i>	10/01/2023	\$61.16	\$10.90	\$23.20	\$0.00	\$95.26
	03/01/2024	\$62.78	\$10.90	\$23.20	\$0.00	\$96.88
	10/01/2024	\$64.40	\$10.90	\$23.20	\$0.00	\$98.50
	03/01/2025	\$66.02	\$10.90	\$23.20	\$0.00	\$100.12

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

Effective Date - 10/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.41	\$10.90	\$12.80	\$0.00	\$45.11
2	40	\$24.46	\$10.90	\$13.60	\$0.00	\$48.96
3	45	\$27.52	\$10.90	\$14.40	\$0.00	\$52.82
4	50	\$30.58	\$10.90	\$15.20	\$0.00	\$56.68
5	55	\$33.64	\$10.90	\$16.00	\$0.00	\$60.54
6	60	\$36.70	\$10.90	\$16.80	\$0.00	\$64.40
7	65	\$39.75	\$10.90	\$17.60	\$0.00	\$68.25
8	70	\$42.81	\$10.90	\$18.40	\$0.00	\$72.11
9	75	\$45.87	\$10.90	\$19.20	\$0.00	\$75.97
10	80	\$48.93	\$10.90	\$20.00	\$0.00	\$79.83

Effective Date - 03/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.97	\$10.90	\$12.80	\$0.00	\$45.67
2	40	\$25.11	\$10.90	\$13.60	\$0.00	\$49.61
3	45	\$28.25	\$10.90	\$14.40	\$0.00	\$53.55
4	50	\$31.39	\$10.90	\$15.20	\$0.00	\$57.49
5	55	\$34.53	\$10.90	\$16.00	\$0.00	\$61.43
6	60	\$37.67	\$10.90	\$16.80	\$0.00	\$65.37
7	65	\$40.81	\$10.90	\$17.60	\$0.00	\$69.31
8	70	\$43.95	\$10.90	\$18.40	\$0.00	\$73.25
9	75	\$47.09	\$10.90	\$19.20	\$0.00	\$77.19
10	80	\$50.22	\$10.90	\$20.00	\$0.00	\$81.12

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	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
OPERATING ENGINEERS LOCAL 4	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2023	\$49.11	\$13.00	\$19.68	\$0.00	\$81.79
	03/01/2024	\$49.49	\$13.00	\$20.19	\$0.00	\$82.68
	09/01/2024	\$51.02	\$13.00	\$20.24	\$0.00	\$84.26
	03/01/2025	\$51.98	\$13.00	\$20.27	\$0.00	\$85.25
	09/01/2025	\$53.51	\$13.00	\$20.32	\$0.00	\$86.83
	03/01/2026	\$54.47	\$13.00	\$20.34	\$0.00	\$87.81
	09/01/2026	\$56.00	\$13.00	\$20.39	\$0.00	\$89.39
	03/01/2027	\$56.95	\$13.00	\$20.42	\$0.00	\$90.37
	09/01/2027	\$58.49	\$13.00	\$20.46	\$0.00	\$91.95
	03/01/2028	\$59.45	\$13.00	\$20.49	\$0.00	\$92.94

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.10	\$13.00	\$0.66	\$0.00	\$35.76
2	45	\$22.10	\$13.00	\$0.66	\$0.00	\$35.76
3	50	\$24.56	\$13.00	\$15.66	\$0.00	\$53.22
4	50	\$24.56	\$13.00	\$15.66	\$0.00	\$53.22
5	55	\$27.01	\$13.00	\$16.06	\$0.00	\$56.07
6	60	\$29.47	\$13.00	\$16.46	\$0.00	\$58.93
7	65	\$31.92	\$13.00	\$16.87	\$0.00	\$61.79
8	70	\$34.38	\$13.00	\$17.27	\$0.00	\$64.65
9	75	\$36.83	\$13.00	\$17.67	\$0.00	\$67.50
10	80	\$39.29	\$13.00	\$18.07	\$0.00	\$70.36

Effective Date - 03/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.27	\$13.00	\$0.67	\$0.00	\$35.94
2	45	\$22.27	\$13.00	\$0.67	\$0.00	\$35.94
3	50	\$24.75	\$13.00	\$16.16	\$0.00	\$53.91
4	50	\$24.75	\$13.00	\$16.16	\$0.00	\$53.91
5	55	\$27.22	\$13.00	\$16.57	\$0.00	\$56.79
6	60	\$29.69	\$13.00	\$16.97	\$0.00	\$59.66
7	65	\$32.17	\$13.00	\$17.38	\$0.00	\$62.55
8	70	\$34.64	\$13.00	\$17.78	\$0.00	\$65.42
9	75	\$37.12	\$13.00	\$18.18	\$0.00	\$68.30
10	80	\$39.59	\$13.00	\$18.58	\$0.00	\$71.17

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	02/01/2024	\$61.34	\$11.49	\$23.59	\$0.00	\$96.42
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2024	\$63.44	\$11.49	\$23.59	\$0.00	\$98.52
	02/01/2025	\$64.74	\$11.49	\$23.59	\$0.00	\$99.82
	08/01/2025	\$66.89	\$11.49	\$23.59	\$0.00	\$101.97
	02/01/2026	\$68.24	\$11.49	\$23.59	\$0.00	\$103.32
	08/01/2026	\$70.44	\$11.49	\$23.59	\$0.00	\$105.52
	02/01/2027	\$71.84	\$11.49	\$23.59	\$0.00	\$106.92

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.67	\$11.49	\$23.59	\$0.00	\$65.75
2	60	\$36.80	\$11.49	\$23.59	\$0.00	\$71.88
3	70	\$42.94	\$11.49	\$23.59	\$0.00	\$78.02
4	80	\$49.07	\$11.49	\$23.59	\$0.00	\$84.15
5	90	\$55.21	\$11.49	\$23.59	\$0.00	\$90.29

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.72	\$11.49	\$23.59	\$0.00	\$66.80
2	60	\$38.06	\$11.49	\$23.59	\$0.00	\$73.14
3	70	\$44.41	\$11.49	\$23.59	\$0.00	\$79.49
4	80	\$50.75	\$11.49	\$23.59	\$0.00	\$85.83
5	90	\$57.10	\$11.49	\$23.59	\$0.00	\$92.18

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	12/01/2023	\$48.33	\$9.65	\$18.22	\$0.00	\$76.20
LABORERS - FOUNDATION AND MARINE	06/01/2024	\$49.81	\$9.65	\$18.22	\$0.00	\$77.68
	12/01/2024	\$51.28	\$9.65	\$18.22	\$0.00	\$79.15
	06/01/2025	\$52.78	\$9.65	\$18.22	\$0.00	\$80.65
	12/01/2025	\$54.28	\$9.65	\$18.22	\$0.00	\$82.15
	06/01/2026	\$55.83	\$9.65	\$18.22	\$0.00	\$83.70
	12/01/2026	\$57.33	\$9.65	\$18.22	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	12/01/2023	\$44.45	\$9.65	\$18.22	\$0.00	\$72.32
LABORERS - FOUNDATION AND MARINE	06/01/2024	\$45.93	\$9.65	\$18.22	\$0.00	\$73.80
	12/01/2024	\$47.40	\$9.65	\$18.22	\$0.00	\$75.27
	06/01/2025	\$48.90	\$9.65	\$18.22	\$0.00	\$76.77
	12/01/2025	\$50.40	\$9.65	\$18.22	\$0.00	\$78.27
	06/01/2026	\$51.95	\$9.65	\$18.22	\$0.00	\$79.82
	12/01/2026	\$53.45	\$9.65	\$18.22	\$0.00	\$81.32

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER	12/01/2023	\$44.33	\$9.65	\$18.22	\$0.00	\$72.20
LABORERS - FOUNDATION AND MARINE	06/01/2024	\$45.81	\$9.65	\$18.22	\$0.00	\$73.68
	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.82	\$15.07	\$18.67	\$0.00	\$73.56
	06/01/2024	\$40.82	\$15.07	\$18.67	\$0.00	\$74.56
	12/01/2024	\$40.82	\$15.07	\$20.17	\$0.00	\$76.06
	01/01/2025	\$40.82	\$15.57	\$20.17	\$0.00	\$76.56
	06/01/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$77.56
	12/01/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$79.17
	01/01/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$79.77
	06/01/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$80.77
	12/01/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$82.51
	01/01/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2023	\$56.56	\$9.65	\$18.67	\$0.00	\$84.88
	06/01/2024	\$58.04	\$9.65	\$18.67	\$0.00	\$86.36
	12/01/2024	\$59.51	\$9.65	\$18.67	\$0.00	\$87.83
	06/01/2025	\$61.01	\$9.65	\$18.67	\$0.00	\$89.33
	12/01/2025	\$62.51	\$9.65	\$18.67	\$0.00	\$90.83
	06/01/2026	\$64.06	\$9.65	\$18.67	\$0.00	\$92.38
	12/01/2026	\$65.56	\$9.65	\$18.67	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2023	\$58.56	\$9.65	\$18.67	\$0.00	\$86.88
	06/01/2024	\$60.04	\$9.65	\$18.67	\$0.00	\$88.36
	12/01/2024	\$61.51	\$9.65	\$18.67	\$0.00	\$89.83
	06/01/2025	\$63.01	\$9.65	\$18.67	\$0.00	\$91.33
	12/01/2025	\$64.51	\$9.65	\$18.67	\$0.00	\$92.83
	06/01/2026	\$66.06	\$9.65	\$18.67	\$0.00	\$94.38
	12/01/2026	\$67.56	\$9.65	\$18.67	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2023	\$48.63	\$9.65	\$18.67	\$0.00	\$76.95
	06/01/2024	\$50.11	\$9.65	\$18.67	\$0.00	\$78.43
	12/01/2024	\$51.58	\$9.65	\$18.67	\$0.00	\$79.90
	06/01/2025	\$53.08	\$9.65	\$18.67	\$0.00	\$81.40
	12/01/2025	\$54.58	\$9.65	\$18.67	\$0.00	\$82.90
	06/01/2026	\$56.13	\$9.65	\$18.67	\$0.00	\$84.45
	12/01/2026	\$57.63	\$9.65	\$18.67	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2023	\$50.63	\$9.65	\$18.67	\$0.00	\$78.95
	06/01/2024	\$52.11	\$9.65	\$18.67	\$0.00	\$80.43
	12/01/2024	\$53.58	\$9.65	\$18.67	\$0.00	\$81.90
	06/01/2025	\$55.08	\$9.65	\$18.67	\$0.00	\$83.40
	12/01/2025	\$56.58	\$9.65	\$18.67	\$0.00	\$84.90
	06/01/2026	\$58.13	\$9.65	\$18.67	\$0.00	\$86.45
	12/01/2026	\$59.63	\$9.65	\$18.67	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.24	\$15.07	\$18.67	\$0.00	\$72.98
	06/01/2024	\$40.24	\$15.07	\$18.67	\$0.00	\$73.98
	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	For apprentice rates see "Apprentice- LABORER"					
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
	12/01/2026	\$63.28	\$15.00	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS &amp; GASFITTERS LOCAL 12 (Local 138)</i>	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$71.34	\$14.32	\$18.61	\$0.00	\$104.27
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)  
Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

- \*\* Multiple ratios are listed in the comment field.
- \*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- \*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

**INVITATION TO BID**  
**FIRE AND RESCUE DEPARTMENT**  
**FIRE ALARM PROJECT**



**MANCHESTER-BY-THE-SEA**  
**10 CENTRAL STREET**  
**MANCHESTER-BY-THE-SEA, MA 01944**

**PART B**

**BIDDING REQUIREMENTS, CONTRACT FORMS**  
**AND GENERAL CONDITIONS**

**DIVISION 01**

**SECTION 01 00 00**

**GENERAL REQUIREMENTS**

**PART 1 - SUMMARY OF WORK**

**1.01 CONTRACT DOCUMENTS**

- A. The “Standard Form of Agreement between Owner and Contractor”, AIA. Document A101, 2017 Edition - Electronic Format, as published by The American Institute of Architects, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this section of the Specifications.

**1.02 RELATED WORK**

- A. Documents affecting work of this Section include, but are not necessarily limited to, GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS and applicable parts of Division 01 as part of this Section.

**1.03 SPECIFICATION ARRANGEMENT**

- A. Titles to and arrangements of sections and paragraphs in these specifications are used merely for convenience and shall not be taken as a correct or complete segregation of the several categories of materials, equipment and labor, nor as an attempt to outline or define jurisdictional procedures.

**1.04 INTENT**

- A. The entire work provided for in these technical specifications and on the Drawings shall be constructed and finished in every respect in a good workmanlike and substantial manner. All parts necessary for the proper and complete execution of the work whether the same may have been specifically mentioned or not, or indicated in a manner corresponding with the rest of the work shall be provided as if the same were particularly described and specifically provided for herein. It is not intended that the Drawings shall show every detailed piece of material or equipment, but such parts and pieces as may be in accordance with the best practices and regulatory requirements, even though not shown, shall be furnished and installed. All materials and equipment shall be new, unless specifically stated otherwise in these Contract Documents.

**1.05 SCOPE**

- A. The work required by these specifications shall include furnishing all labor, skill, supervision, tools, construction plant, equipment and materials and performing all operations necessary for the properly completed contract work as shown on the



Drawings, as mentioned in these specifications, and as evidently required, to the complete satisfaction of the Engineer.

1.06 GENERAL DESCRIPTION OF WORK

- A. The work under this Section shall include the furnishing of all materials, labor, equipment and supplies and the performance of all operations to provide complete working systems, in general, to include the following items:

1. **The Fire and Rescue Department:**

- a. Provide new Fire Alarm Control System throughout the building.

1.07 ORDER OF AND COMPLETION OF WORK

- A. Upon the award of the contract, the Contractor shall commence work immediately, carry it on with all reasonable and proper activity and dispatch, give all notices, take out all permits and pay all charge, fees and rates therefore, and bring the work to entire completion within the period of time specified in the contract. "Entire Completion" as herein used, shall be construed as meaning the completion of all work as called for by these specifications and the contract executed in accordance herewith and the date when such completion takes place will be decided by the Engineer.

1.08 PROTECTION - IN GENERAL

- A. The Contractor is to cover and protect his work and materials from all damage during the process of the work and deliver the whole in a clean perfect condition.

1.09 CONSTRUCTION RISKS

- A. The Contractor will understand that the materials, work in place and equipment, are entirely at his risk, including loss by theft or fire during the construction period, and he will be held responsible and liable for its safety.

1.10 SANITARY ACCOMMODATIONS

- A. The Contractor shall use a designated toilet within the Fire and Rescue Department building.

1.11 UTILITIES

- A. Water and electric power shall be available from existing sources where Contractor's use is not excessive and does not interfere with normal use of the building. Where existing utilities of the facility are not adequate or cannot be used, the Contractor is responsible for providing alternative sources, the cost of which is to be included in bid price. The use of the facility's utilities shall be coordinated through the Engineer.
- B. The Contractor shall provide all wiring, cables, safety devices, switches, etc., necessary for the utilities used by the Contractor and remove the same upon completion.

1.12 RECORD DRAWINGS

- A. The Contractor shall maintain at the job site, at all times, a complete and separate set of black line prints of the Drawings on which he shall mark clearly, accurately, and promptly as the work progresses, any changes in the work made by change orders or other instructions issued by the Engineer. These drawings shall be used daily to record the progress of the work by coloring in the various pipes, equipment and associated appurtenances when installed. This progress shall incorporate both the above stated changes together with all other deviations from the design, whether resulting from the job conditions encountered in the field or from any other cause. Principal dimensions of all concealed work and valve numbers shall be recorded as applicable.
- B. The marked-up prints shall be used as a guide in determining the progress of work installed. The Engineer will inspect these prints periodically and if found to be inaccurate or incomplete, they shall be corrected immediately.

1.13 At completion of work these marked-up prints shall be the basis of the preparation of the final record drawings. Each drawing shall be marked "RECORD AS BUILT DRAWINGS" and dated when printed. Two complete and reproducible sets of as-built drawings must be submitted before final acceptance of the work. The cost of preparing the record drawings shall be borne by the Contractor.

1.14 ENGINEERING (Refer to "General Specifications")

1.15 OFFICE

- A. None required.

1.16 VISITATION TO SITE

- A. All bidders shall, before submitting a bid, visit the site to familiarize themselves with existing conditions. Lack of knowledge of on-site conditions shall not be cause for changes to the contract values.

1.17 DISPOSAL OF WASTE MATERIALS

- A. The Contractor shall be responsible for the removal of all waste material and equipment from the site.
- B. The Contractor shall be responsible for the removal of all hazardous materials and improperly licensed disposal sites, disposal and transportation permits.

1.18 BUILDING SECURITY

- A. The Owner will provide security for the building; however, it shall be the responsibility of the Contractor to secure all exit doors in the area where work is to be performed, coordinating same with the chief custodian or an assigned representative of the Owner. The Owner will not provide security or be responsible for the Contractor's property, fixtures, fittings, tools, equipment, etc.

1.19 ACCESS TO BUILDING

- A. The building will be opened during the Fire and Rescue Department's regular working hours. Exceptions to this clause may be made by mutual agreement between the Owner and the Contractor in the initial phase of the project. The cost of custodial overtime for work beyond the Fire and Rescue Department's regular working hours will be the responsibility of the Contractor.

1.20 PUBLIC PROTECTION

- A. While the work is in progress, erect safe barricades to effectively protect persons from injury.
- B. Protect all ground areas where stationary equipment is placed and protect wall areas from hoisting or material conveyers.
- C. Power-brooming may create a dust problem in finished areas. The Contractor will be responsible for spreading drop cloths or plastic over furniture. Clean up of these areas so affected will be the responsibility of the Contractor.

1.21 CUTTING AND PATCHING

- A. General Requirements:
  - 1. All of the contract documents including General and Supplementary Conditions and Division 01 General Requirements, apply to the work of this Section.
- B. Work Included:
  - 1. The intent of this Section is to describe, in general, procedures for performance of minor alterations, minor removals, and cutting and patching including:
    - a. All necessary cutting, coring, drilling, grouting, and patching to fit together the several parts of the work including repairs in kind of disturbed existing surfaces.
    - b. Where conflicts exist between the requirements specified herein and those of the Technical Trade Sections, those of the Trade Sections shall prevail.
    - c. The Contractor shall be responsible for all his cutting, coring, drilling, grouting, fitting and patching of the work that may be required to make its several parts come together properly and fit, as shown upon, or reasonably implied by, Drawings and Specifications for completed structure, and he shall make good after them as Engineer may direct.
    - d. Expense caused by defective or ill-timed work shall be borne by party responsible therefore.
- C. Cutting and Patching Operations:

1. Patch and refinish to match adjacent work in quality and appearance at locations where installed work has been installed and requires reworking to accommodate other work, or has been damaged.
2. Patch and match using skilled mechanics. The quality of patched or extended work shall be not less than that specified for new work.
3. Patch or replace any portion of a finished surface which is found to be damaged, lifted, discolored, or shows other imperfections, with matching material.
  - a. Provide adequate support or substrate prior to patching the finish.
  - b. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.
  - c. When surface finish cannot be matched, refinish the entire surface to the nearest intersections.
4. Make the transition as smooth and workmanlike as possible. Patched work shall match adjacent work in texture and appearance so that the patch or transition is invisible to the naked eye at a distance of five feet.

END OF SECTION

**DIVISION 01**

**SECTION 01 10 00**

**SPECIAL CONDITIONS**

**PART 1 - GENERAL**

**1.01 RESPONSIBILITY AND COMPLIANCE**

- A. All requirements set forth under this Section are directed to the General Contractor.
- B. Be responsible for arranging for facilities as specified herein and as required for proper and expeditious prosecution of the work. Pay costs for such general services and temporary facilities, except as otherwise specified, until final acceptance of the work, and remove same at completion of work.
- C. Comply with applicable OSHA, state, and municipal regulations and requirements for services and facilities required under this SECTION, and in performance of all requirements of this Contract.

**1.02 RELATED WORK**

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

**1.03 COORDINATION OF THE WORK**

- A. The Contractor shall coordinate all work with all adjacent work and shall cooperate with all other trades so as to facilitate general progress of the work. Each trade shall afford all other trades every reasonable opportunity for the installation of their respective work and for the storage of their materials and equipment. The Contractor shall be responsible for coordination.
- B. The Contractor shall assume responsibility for the correctness and adequacy of his work. The Contractor shall be responsible for and pay for all damages done by his work or his workmen.
- C. The Contractor shall cooperate with, and provide access and working area to other Owner's contractors for the performance of specific work assigned to them.

**1.04 PROJECT MEETINGS**

- A. The Contractor will be required to meet with the Owner, Engineer and the Owner's representatives, at the site of the work, at regular intervals during the course of the contract for purposes of progress review, coordination of shop schedules, sample submittals, and any other items of work requiring such coordination.

1.05 EXISTING BUILDING CONDITIONS

- A. Before ordering any materials or doing any work, verify all measurements and existing building conditions and 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 Engineer in writing for consideration before proceeding with the work.

1.06 PROTECTION OF EXISTING CONDITIONS

- A. Take all proper precautions to protect the Owner and adjoining property from injury and unnecessary interference; and replace or put in good condition any existing items which are damaged or injured in carrying out the work, unless designated to permanently be removed or demolished.
- B. Keep all access drives and walks clear of debris during building operations. Repair streets, drives, curbs, sidewalks, poles, and the like, where disturbed by building operation and leave them in as good condition after completion of the work as before operations started.

1.07 TESTS AND INSPECTION

- A. Make, or have made, such tests and inspections on workmanship and materials as may be required by the building code, state or municipal laws, or as called for under the various SECTIONS of this Specification.
- B. Bear all expense to such tests and inspections, unless otherwise specified under the various SECTIONS of the Specifications and furnish all labor, tools, instruments, water, temporary power and light, construction, and equipment necessary for these tests and inspection. Furnish records of all tests and inspections to the Engineer. Remove all temporary work, materials, and equipment upon completion of tests and inspections.
- C. Where, the various SECTIONS of the Specifications, inspections and testing of materials, processes, and the like is called for, the selection of bureaus, laboratories, and/or agencies for such inspection and testing shall be subject to the approval of the Engineer.
- D. Should any material or work be found, after testing or inspections, to be defective or inferior, remove and replace such material and/or work with new sound materials and/or work as approved by the Engineer, and bear all costs thereof.

1.08 FIRE PROTECTION AND PREVENTION

- A. Comply with the following minimum requirements for fire prevention:
  - 1. Provide sufficient quantity of carbon dioxide fire extinguishers in all areas of work.
  - 2. Do not permit an accumulation of inflammable rubbish to stay in the building overnight.

3. Store no more than one gallon, in an approved safety can or sealed container, of any volatile inflammable liquid in any portion of the building.
4. Keep all used paint rags in a can with sufficient water to cover.
5. Make arrangements for periodic inspection by local fire protection authorities and insurance underwriters' inspections. Cooperate with said authorities to facilitate proper inspection of the premises. Comply with all applicable laws and ordinances and with the Owner's fire prevention requirements.
6. Ensure that tarpaulins that may be used during construction of work are made of material which is resistant to fire, water, and weather, are U.L. approved, and comply with FS-CCC-D-746.

#### 1.09 ACCIDENT PREVENTION

- A. Comply with all federal, state and municipal recommendations and requirements for safety, and accident prevention, and those of the Associated General Contractors of America, and the American Standards Association Standard A10.2. Ensure that the field superintendent conducts regular, frequent inspections of the site for compliance with safety regulations.
- B. Neither the Owner nor the Engineer shall be responsible for providing a safe working place for the Contractor, contractors, or their employees, or any individual responsible to them for the work.

#### 1.10 OVERLOADING

- A. Do not permit materials and fabricated work to be stacked on, or be transported over, floor and roof construction that would stress any of said construction beyond the designed live loads.

#### 1.11 RUBBISH REMOVAL

- A. Ensure that each workman engaged upon the work bears his full responsibility for cleaning up during and immediately upon completion of his work, and removes all rubbish, waste, tools, equipment, and appurtenances caused by and used in the execution of his work, but this shall in no way be construed to relieve the Contractor of his primary responsibility for maintaining the building and site clean and free of debris, leaving all work in a clean and proper condition satisfactory to the Engineer and/or Owner.
- B. Do not permit rubbish to be thrown from the windows of the building.
- C. Immediately after unpacking, all packing materials, case lumber, excelsior, wrapping or other rubbish, flammable or otherwise, shall be collected and removed from the building and premises.

#### 1.12 WORK AREAS, STORAGE, ACCESS, AND PARKING

- A. The Contractor's work areas shall be as designated on the Drawings, and shall be strictly adhered to. Access to the existing building shall be kept free of all obstructions at all times. Assume full responsibility for trespass on and/or damage to other property by a person employed on the project.
- B. Storage trailer shall be provided by the Contractor for storage of materials on site. Trailer location shall be coordinated with Owner. Storage of materials beyond the designated area will not be permitted.
- C. Vehicular access to the site, and parking for employees' vehicles shall be restricted only to the specific areas designated by the Owner.

1.13 TEMPORARY SCAFFOLDING AND CONVEYANCES

- A. Furnish, install, maintain, remove and pay for all temporary staging and planking, ladders, hoisting (including operator), rigging, and safety devices for all trades.
- B. Staging shall be approved design, erected and removed by experienced stage builders and shall have all accident prevention devices required by state and local laws.
- C. Permit no materials to be passed through the finished openings of exterior walls, without first providing protection to the opening thereof of a type as approved by the Engineer. Be responsible, and bear all costs, for repairs and/or replacement of damaged work caused thereby.

1.14 TEMPORARY PROTECTION

- A. Furnish, erect, and maintain for the duration of the work period, temporary fire-retardant, dustproof coverings as required to prevent the spread of dust beyond the immediate area where work is being performed.

1.15 ADVERTISING MATTER

- A. Signs or advertisements will not be allowed on building enclosure or premises, unless written approval has been obtained from the Owner.
- B. Advertising matter shall not appear on equipment, unless so specified. However, nameplates of a nominal size and inconspicuous nature will be permitted.

1.16 MUNICIPAL POLICE AND FIRE DEPARTMENT SERVICES

- A. Make all necessary arrangements with the municipal police and fire departments in advance of times when regular off-duty, or reserve police officers or firemen will be needed for traffic control protection or fire watch, due to the operations performed under this Contract. Pay police officers and firemen at the prevailing wage rates in the municipality for such services. Extend the Workingmen's Compensation Insurance and Employer's Liability Insurance, required under the General Contract to cover police and firemen used on the project.

1.17 USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY THE OWNER



- A. Prior to the date of completion as stipulated in the Contract, or authorized extension thereof, the Contractor agrees to permit selected use and occupancy of the building(s) or any portion thereof before final acceptance by the Owner. The building will be occupied, for normal function thereof, during the stipulated construction period.
- B. If the project has not been completed and accepted by the Owner, by the date of completion, the Owner at his election may from time to time occupy the building(s) or any portion of any building as the work in connection therewith is completed to such a degree as will, in the opinion of the Owner, permit the use of the building(s) or other portions of the project for the purpose for which they are intended.
- C. The Owner will, prior to any such partial occupancy, give notice to the Contractor thereof and such occupancy shall be predicated upon the following items:
  - 1. In the case of partial occupancy prior to the stipulated completed date, the Owner shall secure endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.
  - 2. In the case of partial occupancy after the stipulated completion date, the Contractor shall extend all the necessary insurance coverage as stipulated until the date of final acceptance of the project is issued by the Owner. It is further noted that the use and occupancy prior to the formal acceptance does not relieve the Contractor of his responsibility to maintain the insurance coverage as required under the SUPPLEMENTARY CONDITIONS.
  - 3. The one-year guarantee period called for in the CONTRACT DOCUMENTS shall not commence until the date of Substantial Completion of all work under the Contract, as determined by the Engineer.
  - 4. The occupancy of the building or any portion thereof by the Owner shall not constitute an acceptance of work not performed in accordance with the CONTRACT DOCUMENTS or relieve the Contractor of liabilities, to perform any work required by the Contract, but not completed at the time of occupancy.
  - 5. The Contractor shall be relieved of all maintenance costs on the portion of the building occupied under this agreement.
  - 6. The Contractor will not be held responsible for wear and tear or damage resulting solely from temporary occupancy.

1.18 GLASS BREAKAGE

- A. The contractor shall be responsible for all breakage of glass as a direct or indirect result of his work or actions of his workmen, from the time the construction operations commence until the project is complete. Replace all broken glass and deliver the building with all glazing intact and clean.

1.19 DAMAGE TO EXISTING SURFACES

- A. The Contractor shall be fully responsible for any damage to existing surfaces caused by the operations of this Contract, and shall correct all such damage to the Owner's satisfaction, at no additional cost to the Contract.

1.20 FINAL CLEANING

- A. Before the final inspection, thoroughly clean the entire exterior and interior areas of the building where construction work has been performed, the immediate surrounding areas, and corridors, stairs, halls, storage areas, temporary offices and toilets, including the following:
1. Remove all construction facilities, debris, and rubbish from the Owner's property and legally dispose of same beyond the site limits.
  2. Sweep, dust, wash, and polish all finished surfaces. This includes cleaning of the work of all finished trades where needed, whether or not cleaning for such trades is included in their respective SECTIONS.
  3. Leave pipe and duct spaces, chases, and furred spaces thoroughly clean.
  4. Wash and polish all new glass on both sides, such work being performed by a window cleaning contractor specializing in such work.
  5. Clean all new and altered ceilings, wall surfaces, floors, window and door frames, hardware, metal work, glass, glazing, enameled metals, and the like.

END OF SECTION

**DIVISION 01**

**SECTION 01 14 00**

**WORK RESTRICTIONS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Use of site.
- B. Access to Site.
- C. Coordination with occupants.
- D. Worker conduct, appearance and Work Rules.

**1.02 USE OF SITE**

- A. Use of, and access to, site will be Subject to special requirements of the Owner, as directed.
  - 1. Prior to beginning the Work of this Contract, the Contractor shall meet with the Owner's Project Manager, and the Engineer to determine procedures regarding access and use of the site, locations and access to staging and storage areas, tree protection, temporary barriers and fencing, and any special site conditions or restrictions regarding the use of the site areas surrounding the construction.
  - 2. Hours of construction, must be verified with the Owner's Project Manager. Provisions for working hours other than those originally agreed upon, must be arranged with the Owner and confirmed 48 hours before the phase of Work requiring special work hours begins.
  - 3. Interior work involving cutting, drilling, hammering or other dust and noise generating procedures must be verified with the Owner.
  - 4. Use of Owner's receiving/shipping areas and loading dock: Contractor is responsible to deliver and receive all materials and equipment. Contractor is not permitted to have supplies or equipment shipped directly to them in care of the Owner.
  - 5. The Owner will supply storage facilities for equipment and furnishings scheduled for salvage and reuse, except equipment scheduled for refinishing or repair.
  - 6. Security: Owner access must be permitted at all times in all construction areas, for purposes of security.
- B. The Contractor, subcontractors and their personnel are not permitted to use any of the Fire and Rescue Department's facilities or be present, unless by specific invitation, in any

**WORK RESTRICTIONS**

areas of the Fire and Rescue Department which are under control of, or occupied by the Owner.

- C. Confine operations to areas within Contract limits indicated on the Drawings. Portions of the site and building beyond areas in which construction operations are indicated are not to be disturbed.
  - 1. Use of on-site areas for storage of materials must be prearranged with Owner. Schedule deliveries to minimize requirements for storage of materials.

#### 1.03 ACCESS TO SITE

- A. The Owner intends to occupy parking areas and access roads during construction. Notify the Owner of work which will affect the use of these areas; coordinate work schedule with Owner. The Contractor shall consult with the Owner on the best ways to provide access and on changes to access areas as the work progresses.
- B. Keep all public roads and walks, and access drive to facility clear of debris caused by this Work during building operations.

#### 1.04 COORDINATION WITH OCCUPANTS

- A. General: Perform all work in such a manner as to prevent interference with the Owner's functions of the Fire and Rescue Department, nor endanger the health, safety and well-being of the facility, staff, building's occupants, or visitors.
  - 1. Take all measures to ensure the safety of staff and the general public. The Contractor must take every reasonable precaution and employ all necessary measures including extra cleaning, special supervisory personnel, and additional temporary barriers and signage to facilitate the clean, quiet, safe, and continual operation of the facility.
  - 2. The work will be done in an occupied building, an active Fire and Rescue Department, that is accessible to the public. It is imperative that the Contractor, its subcontractors and all their personnel treat the building occupants with consideration and respect. No unnecessary noise or disruption of the activities of the Fire and Rescue Department will be permitted.
- B. Interruption of services: Any major work entailing disruption to heating, lighting, life safety system utility connections or other similar major disruption to building functioning must be coordinated with the Owner, and temporary services, safety precautions, or connections provided. Do not shut down any service without approval of the Owner's Project Manager.
  - 1. Provide both Owner's Project Manager and Engineer with 48-hour notification for any disruption of service; provide notification for connecting, disconnecting, turning on or turning off any service which may affect Owner's operations.
  - 2. Provide 48-hour notice to local fire department of disruptions in electrical services, fire alarm services and emergency power services.

3. Any action either planned or unplanned, by the Contractor which impairs the operation of anyone or the activation of the fire alarm detection and or suppression system shall cause notification of the appropriate party. In case of unplanned, accidental, impairment, the Contractor will immediately notify the Owner's Project Manager. The Contractor should be prepared to provide assistance as required to correct the problem.

#### 1.05 WORKER CONDUCT, APPEARANCE AND WORK RULES

- A. The conduct and appearance of each worker at the job site is of paramount importance. The Owner's Project Manager, acting in behalf of the Owner, reserves the right to require any worker to be banished from the Site.
- B. Privacy: Conduct all work of the Contract with the maximum effort to maintain the privacy of the Owner's operations, staff, and students. Do not permit the workers to peer into other areas of the building visible from the work area. Invasion of privacy is a major infraction of the work rules.
- C. General Conduct and Demeanor: All construction workers shall treat all other workers, Owner's staff, and the public with respect and courtesy.
- D. Physical Appearance: Require each worker to dress appropriately in a clean, neat, and professional manner. Workers may not be "shirtless" at anytime.
- E. Radios and Television: The use of entertainment devices, including personal devices with headphones or earphones is strictly prohibited at all times. Control the volume of communication radios and loudspeakers to avoid creating a nuisance.
- F. Smoking: Smoking is strictly prohibited on Fire and Rescue Department property.
- G. Language: Foul and rude language is strictly prohibited.
- H. Physical Actions: Running, horseplay, fighting, and other unprofessional conduct is prohibited. Fighting is a major infraction of the work rules.
- I. Stealing: Stealing of any materials, objects, furnishings, equipment, fixtures, supplies, clothing, or other items will not be tolerated and is a major infraction of the work rules.
- J. Sexual Harassment: All forms of physical and verbal sexual harassment will not be tolerated and is a major infraction of the work rules. Sexual harassment includes, without limitation: touching, whistling, sexually explicit stories, jokes, drawings, photos and similar representations, exhibitionism and all other sexually oriented offensive behavior.
- K. Employees of the contractor, vendors, sub-contractors, sub-sub contractors and any and all workers shall wear identification badges at all times during work on the site. Badges shall be issued by the General Contractor.
- L. Warnings and Dismissal:

#### WORK RESTRICTIONS

1. For minor infractions of the rules, the Owner's Project Manager may issue a warning. Only one warning will be allowed per worker. A second infraction will result in immediate dismissal of the worker from the Site.
  2. For major infractions of the rules, the worker shall be dismissed immediately without warning and is subject to possible criminal prosecution.
- M. Notification of Workers: Clearly notify and educate each worker about these Work Rules and the requirements for worker conduct and appearance.
1. Recommendation: The Owner's Project Manager recommends that the Contractor notify each worker of the work rules in writing and obtain a signed acknowledgment of the worker's understanding of the work rules as a condition of employment on this project.
- N. General Contractor and each Filed Sub Contractor shall provide completed CORI request forms for each individual employee performing project related activities at the schools. No one may be allowed on site without owner approval and a valid contractor issued badge. The following shall govern the CORI request process:
1. Each Contractor and Filed Contractor shall submit completed CORI request forms no less than 10 working days prior to the start of work for the individual listed on the form. Form is to be submitted directly to the owner.
  2. General contractor shall assign a badge after owner approval is granted and will maintain and update a list to be posted in the job-site office/trailer of each employee and his/her badge number.
  3. If any employee leaves or is dismissed from the project the general contractor shall void the badge number and update the list accordingly.
  4. Badges shall be worn on site at all times.
  5. In the case where work is to be completed outside the areas designated as work zones as indicated on the phasing drawings - there shall be at least 2 individuals present at all times.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

WORK RESTRICTIONS

01 14 00 - 4

**DIVISION 01**

**SECTION 01 30 00**

**SUBMITTALS**

**PART 1 - GENERAL**

**1.01 GENERAL CONDITIONS**

- A. The “Standard Form of Agreement between Owner and Contractor”, AIA. Document A101, 2017 Edition - Electronic Format, as published by The American Institute of Architects, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this section of the Specifications.
- B. The sections of these specifications entitled “Special Conditions”, “Minimum Wage Determination”, and Division 01 “General Requirements” shall apply and are hereby made a part of this section of the Specifications.

**1.02 RELATED WORK**

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Supplementary Conditions.

**1.03 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

- A. Samples:
  - 1. Office samples of sufficient size and quantity shall clearly illustrate:
    - a. Functional characteristics of product or material, with integrally related parts and attachment devices.
    - b. Full range or color samples.
- B. General Contractor’s Responsibilities:
  - 1. Coordinate each submittal with requirements of contract documents.
  - 2. The general contractor’s responsibility for errors and omissions in submittals is not relieved by the Engineer’s review and approval of submittals.
  - 3. Contractor shall notify the Engineer in writing at time of submission, of deviations in submittals from requirements of contract documents or previous submissions.
  - 4. Work that requires submittals shall not commence unless submittals with Engineer’s stamp and initials or signature indicating review and approval.

**SUBMITTALS**

5. After Engineer's review and approval, distribute copies.

C. Submission Requirements:

1. Make submittals promptly in accordance with approved schedules, and in such sequence as to cause no delay in the work.
2. Shop drawings shall be submitted in accordance with Article 3, Section 3.12 of the Amendments and Supplements to AIA General Conditions.
3. Submit number of samples specified in each Section of the Specification.
4. Forward submittals with transmittal letter, in duplicate.
5. Submittals shall include:
  - a. Date and revision dates
  - b. Project title and number
  - c. The names of:
    - 1) Engineer
    - 2) General Contractor
    - 3) Supplier
    - 4) Manufacturer
    - 5) Separate detailer when pertinent
  - d. Identification of product or material
  - e. Relation to adjacent structure or materials
  - f. Field dimensions, clearly identified as such
  - g. Specification section number
  - h. Applicable standards, such as ASTM number
  - i. A blank space, five-inch by four-inch, for designer's stamp
  - j. Identification of deviations from contract documents
  - k. General contractor's stamp, initialed or signed certifying review and approval of submittal.

D. Re-submission Requirements:



1. Product Data and Samples: Submit new data and samples as required from previous submittals.
- E. Distribution of Submittals After Review and Approval:
1. Distribute copies of shop drawings and product data that display the Engineer's stamp to appropriate sub-contractors.
  2. Distribute one approved copy of shop drawings and product data to the project manager.
  3. Distribute samples as directed by the Engineer.

END OF SECTION

**DIVISION 01**

**SECTION 01 31 00**

**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.01 GENERAL REQUIREMENTS**

- A. The Contractor, as a minimum, shall fulfill the Contract Schedule specified hereinafter.
- B. Provide all necessary manpower, overtime work, materials and equipment, permits, etc., to complete the contract schedule. The Fire and Rescue Department, Waste Water Treatment Plant and Water Treatment Facility will be available to the Contractor from 7:00 A.M. to 3:30 P.M.
- C. All cutting in occupied areas shall be performed during non-occupied time-periods.
- D. A legal means of egress shall be maintained during construction at all times.

**1.02 GENERAL DESCRIPTION OF WORK**

- A. The work under this Section shall include the furnishing of all materials, labor, equipment and supplies and the performance of all operations to provide complete working systems, in general, to include the following items:
- B. **The Fire and Rescue Department:** Provide new Fire Alarm Control System
  - 1. Add Alternate 1- Manchester-by-the-Sea Waste-Water Treatment Plant
    - a. Provide new Fire Alarm Control System throughout the Waste-Water Treatment Plant; provide demolition and removal of existing Fire Alarm System
  - 2. Add Alternate 2 - Manchester-by-the-Sea Water Treatment Plant
    - a. Provide new Fire Alarm Control System throughout the Water Treatment Facility; provide demolition and removal of existing Fire Alarm System.

**1.03 SPECIAL PROJECT REQUIREMENTS**

- A. Existing Equipment to be Removed:
  - 1. The Owner's Project Manager shall designate equipment, materials, etc. indicated to be removed which shall remain the property of Owner. Items to be turned over to Owner shall be carefully removed from service and transported by the Contractor to a place designated by Owner's Project Manager.

**SUMMARY OF WORK**

B. Fire Watches:

1. Contractor shall coordinate and pay all associated costs of fire watches required by the **Manchester-by-the-Sea Fire and Rescue Department**.

1.04 CONTRACT AND PHASING SCHEDULE

A. Time for Completion

1. The time limits stated in the contract documents are of the essence of the contract.
2. Work shall be commenced on or about 10 days from Notice to Proceed.
3. The contractor shall be allowed to work in designated areas only, designated by Owner's Project Manager, 7:30 A.M. to 3:30 P.M. Contractor shall thoroughly clean, store materials and equipment and test the equipment of each work area to ensure that normal operations are not compromised.
4. Work shall be substantially complete within 90 days of commencement for the operation of the new fire alarm system.
5. Work under this contract shall be complete no later than 30 days after substantial completion.
6. No work shall be done on holidays, Saturdays, or Sundays, other than for emergencies, unless written approval is granted by the Owner's Representative.

1.05 LIQUIDATED DAMAGES

- A. The work shall be completed on or before said dates. In case the work embraced in this contract shall not have been completed due to the failure of the Contractor to complete the work or any part of the work within the time specified, the Owner shall recover as liquidated damages \$500.00 per day for every day beyond the contract completion dates or completion dates as extended in accordance with Article 8.3 of A201-2017.
- B. Owner and Contractor recognize that Owner will suffer financial loss if the work is not completed on schedule, thus, such liquidated damages for delay reflect an agreed upon approximation of loss suffered by Owner because of such delay and do not constitute a penalty.

END OF SECTION

SUMMARY OF WORK

01 31 00 - 2

**DIVISION 01**

**SECTION 01 32 00**

**CONSTRUCTION SCHEDULING AND PHASING**

**PART 1 - GENERAL**

**1.01 GENERAL CONDITIONS**

- A. The "Standard Form of Agreement between Owner and Contractor", AIA. Document A101, 2017 Edition - Electronic Format, as published by The American Institute of Architects, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this section of the Specifications.
- B. The Sections of these Specifications entitled "Special Conditions", "Minimum Wage Determination", and Division 01 "General Requirements" shall apply and are hereby made a part of this section of the Specifications

**1.02 DESCRIPTION OF WORK**

- A. This Section specifies the construction phasing and scheduling of the work.
- B. This Section also specifies the requirements and limitations that will be imposed during the execution of the work.

**1.03 SUBMITTALS**

- A. The Contractor shall submit to the Engineer for approval, a Construction Schedule in accordance with the requirements and limitations hereinafter specified.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.01 COORDINATION**

- A. Upon receipt of bids and execution of the contract the Contractor shall submit all materials and shop drawings for review and approval. The work of removal, modifications and/or replacement of materials and equipment shall not proceed until all new items are on site.
- B. The contractor shall be allowed limited access to the building. The contractor shall be allowed to work in designated areas only, as designated by the Awarding Authority, during the normal hours. Contractor shall thoroughly clean, store materials and equipment and test the heating equipment of each work area to ensure that normal building operations are not compromised.

- C. Contractor shall be allowed access to building outside of normal working hours upon approval of Awarding Authority. Should permission be given for additional working hours, the contractor would be required to pay custodial fees at overtime rates.
- D. During the course of the work the Contractor shall, through a series of weekly meetings, continually appraise the Engineer and the Awarding Authority Representative on the progress of the work and the scheduling of work yet to be done.
- E. The Contractor shall coordinate his work with the Awarding Authority Representative in order that there is no disruption to traffic flows or schedules.

### 3.02 LIMITATIONS

- A. Sewer, water, gas and electric services to the building shall not be disconnected or disrupted during the course of performing the work under this Contract except during unoccupied hours when approved by the Owner.
- B. Contractor's employee parking will be limited to areas designated on the site.
- C. Contractor's storage area shall be confined to the areas designated on the site.
- D. The Contractor shall consult with the Chief of the Manchester-by-the-Sea Fire Department on details or access routes for fire/emergency vehicles and appropriate signs (warning and information).
- E. The Contractor shall coordinate his work with the Awarding Authority to prevent pedestrian or vehicle traffic problems on the properties. Demolition should not present problems for fire or ambulance access to the building entrances.
- F. Drilling, jack hammering and like noisy operations shall not be performed directly under or adjacent to occupied spaces. The Contractor shall consult with the Engineer and Owner and ascertain when spaces will be unoccupied at which time such operations may be performed.
- G. Temporary entrances and fencing required to provide safe legal exits and entrance to the building shall be constructed as necessary and shall be completed and inspected and approved by the Building Inspector.
- H. Exits shall be properly lighted and maintained clear of construction at all times.
- I. No construction materials shall be stored in such a way as to interfere with entrance and exits to the building(s) and access to walks.
- J. Upon receipt of bids and execution of the contract the Contractor shall submit all materials and shop drawings for review and approval. The work of removal, modifications and/or replacement of materials and equipment shall not proceed until all new items are on site.

- K. Contractor shall thoroughly clean, store materials and equipment and test the heating equipment of each work area to ensure that normal building operations are not compromised.
- L. Contractor shall be allowed access to the building outside of normal working hours upon approval by the Town of Manchester-by-the-Sea.
- M. Work that does not impact the normal operations may be commenced on or about 10 days from Notice to Proceed. The contractor shall have limited access to the building. The contractor shall be allowed to work in designated areas only, as designated by the Owner, during the normal hours 7:30 A.M. to 3:30 P.M., except for holidays weekends.
- N. Any and all such work must be first agreed to by the Town of Manchester-by-the-Sea prior to any such commencement of work.
- O. Work scheduled under this contract shall be substantially complete within 90 days of commencement.
- P. Work under this contract shall be complete no later than 30 days after substantial completion.
- Q. Additional hours beyond normal hours will be subject to a custodial fee at overtime rates.

### 3.03 SCHEDULE OF WORK

- A. Contractor shall meet with the Engineer and Awarding Authority Representative to establish space availability for the work under this contract. The Contractor shall then submit to the Engineer for approval a construction schedule. The schedule shall indicate the tasks to be performed with a time schedule indicating the start and completion date of each task.

END OF SECTION

**DIVISION 01**

**SECTION 01 40 20**

**ALTERNATES**

**PART 1 - GENERAL**

**1.01 GENERAL REQUIREMENTS**

- A. The “Standard Form of Agreement between Owner and Contractor”, AIA. Document A101, 2017 Edition - Electronic Format, as published by The American Institute of Architects, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this section of the Specifications.
- B. The sections of these specifications entitled “Special Conditions”, “Minimum Wage Determination”, and Division 01, “General Requirements” shall apply and are hereby made a part of this section of the Specifications.
- C. Each General Bidder shall be held fully responsible for examining the scope of the alternate generally defined herein and for recognizing any modifications to his work caused by any Alternate, whether or not his particular trade section is mentioned therein.
- D. General Bidders shall enter a single amount in the appropriate space provided in the Form for General Bid which total amount shall consist of the amount for all work to be performed.
- E. The work to be performed under Alternates shall be in strict accordance with the requirements of the Specifications.

**1.02 RELATED WORK**

- A. Documents affecting work of this Section include, but are not necessarily limited to Section 02 41 26 – Selective Electrical Demolition specifications and the specific scope of work described therein.

**1.03 ADD ALTERNATE NO. 1 – Manchester-by-the-Sea Waste-Water Treatment Plant:**

- A. Provide new Fire Alarm Control System throughout the Waste-Water Treatment Plant; provide demolition and removal of existing Fire Alarm System.

**1.04 ADD ALTERNATE NO. 2 - Manchester-by-the-Sea Water Treatment Facility:**

- A. Provide new Fire Alarm Control System throughout the Water Treatment Facility; provide demolition and removal of existing Fire Alarm System.

**END OF SECTION**

**ALTERNATES**

**01 40 20 - 1**

**DIVISION 01**

**SECTION 01 70 00**

**CONTRACT CLOSEOUT**

**PART 1 - GENERAL**

**1.01 GENERAL CONDITIONS**

- A. The "Standard Form of Agreement between Owner and Contractor", AIA. Document A101, 2017 Edition - Electronic Format, as published by The American Institute of Architects, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this section of the Specifications.
- B. The sections of these specifications entitled "Special Conditions", "Minimum Wage Determination", and Division 01, "General Requirements" shall apply and are hereby made a part of this section of the Specifications.

**1.02 FINAL CLEANING**

- A. Unless otherwise specified under the various sections of the specifications, the General Contractor shall perform final cleaning operations as herein specified prior to final inspection.
- B. Maintain project site free from accumulations of waste, debris, and rubbish, caused by operations. At completion of work, remove water, materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.
- C. Cleaning shall include all surfaces, interior and exterior in which the General Contractor has performed work and has used as access to areas where work was performed whether existing or new.
- D. Refer to sections of the specifications for cleaning of specific products or work.
- E. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
- F. Use only those cleaning materials and methods that are recommended by the manufacturer or surface material to be cleaned.
- G. Employ experienced workmen, or professional cleaners, for final cleaning operations.
- H. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- I. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.

**CONTRACT CLOSEOUT**



- J. Prior to final completion, the General Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire work is clean.
- K. Broom clean exterior paved surfaces and rake clean other surfaces of the grounds.

#### 1.03 GLASS

- A. The General Contractor shall survey the worksite prior to the start of construction and identify all existing broken or cracked glass. All glass broken during performance of the work of this contract shall be replaced at the expense of the General Contractor.
- B. Prior to final completion, or User Agency Use and Occupancy, the General Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire work is clean.

#### 1.04 RECORD DRAWINGS

- A. Record drawings shall consist of all the contract drawings.
- B. The General Contractor shall be required to maintain one set of record drawings, as the work relates to their sections of the specifications at the site.
- C. The record drawings shall be stored and maintained in the field apart from other documents used for construction. The record drawings shall be maintained in a clean, dry and legible condition and shall not be used for construction purposes.
- D. Record drawings, as submitted by the General Contractor, shall be verified in the field by the Engineer. Verification by the Engineer shall occur during the construction process and prior to the related work being completed and covered up.
- E. The record drawing shall be available at all time for inspection by the Engineers. All deficiencies noted shall be promptly corrected.
- F. The following information shall be indicated on the record drawings:
  - 1. Record all changes, including change orders, in the location, size, number and type both horizontally and vertically of all elements of the project that deviate from those indicated on all the contract drawings.
  - 2. The Engineer shall review the drawings and shall verify by letter to Owner that the work is accurate. The Contractor shall arrange to have all changes incorporated on the original drawings. The Contractor shall submit to the Engineer, reproducible drawings on AUTOCAD disks and Adobe Acrobat files with two sets of prints to be used for the final inspection of the project. Inaccuracies in record drawings, as determined by the Engineer, may be grounds for postponement of the final inspection until such inaccuracies are corrected.

#### 1.05 OPERATING AND MAINTENANCE REQUIREMENTS

- A. At least one month prior to the time of turning over this contract to the Owner for Use and Occupancy or Final Acceptance, the General Contractor shall secure and deliver to the Owner via the Engineer two complete maintenance manuals, shop drawings, and other data.
  - 1. Catalog sheets, maintenance manuals, and approved shop drawings of all equipment.
  - 2. Names, address and telephone numbers of repair and service companies for each of the major systems installed under this contract.

#### 1.06 CLOSEOUT REQUIREMENTS AND SUBMITTALS

- A. Final Inspection:
  - 1. The General Contractor shall submit written certification that:
    - a. Project has been inspected for compliance with contract documents and has satisfied the Building Department and Town of Manchester-by-the-Sea.
    - b. Equipment and systems have been tested in the presence of Engineer and are operational and satisfactory.
    - c. Project is completed, and ready for final inspection.
  - 2. Building Department Use and Occupancy Permit:
    - a. Arrange for a final inspection and secure the signed Certificate of Inspection for Use and Occupancy from the Building Department if required.

#### 1.07 GUARANTEES AND WARRANTIES

- A. Submit to the Engineer all extended guarantees and warranties that have been specified in various, individual sections of the specifications.

END OF SECTION

**DIVISION 02**

**SECTION 02 41 26**

**SELECTIVE ELECTRICAL DEMOLITION**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. The work of this section will include the following:
1. Add Alternate 1- Manchester-by-the-Sea Waste-Water Treatment Plant
    - a. Work to include:
      - 1) Removal of existing fire alarm equipment, including signaling and notification devices, as well as control and booster panels; dismantling, cutting and alterations for completion of the Work.
      - 2) Disposal of materials.
      - 3) Storage of removed materials.
      - 4) Identification of utilities.
      - 5) Salvaged items.
      - 6) Protection of items to remain as indicated on Drawings.
      - 7) Relocate existing equipment to accommodate construction.
  2. Add Alternate 2 - Manchester-by-the-Sea Water Treatment Plant
    - a. Work to include:
      - 1) Removal of existing fire alarm equipment, including signaling and notification devices, as well as control and booster panels; dismantling, cutting and alterations for completion of the Work.
      - 2) Disposal of materials.
      - 3) Storage of removed materials.
      - 4) Identification of utilities.
      - 5) Salvaged items.
      - 6) Protection of items to remain as indicated on Drawings.

- 7) Relocate existing equipment to accommodate construction.

1.02 RELATED WORK

- A. Documents affecting work of this Section include, but are not necessarily limited to Section 01 40 20 – Alternates specifications and the specific scope of work described therein.

1.03 SUBMITTALS

- A. Section 01 30 00 - Submittal Procedures: Requirements for submittals.

1.04 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Contract Closeout: Requirements for submittals.
- B. Project Record Documents: Record actual locations of capped conduits and equipment abandoned in place.

1.05 SEQUENCING

- A. Section 01 31 00 – Summary of Work: Requirements for sequencing.
- B. The existing system shall remain operational throughout construction of the new system. Upon completion of construction of the new system, the existing system shall be demolished.
- C. Sequence work in coordination with the general contractors and work of all trades.

1.06 TEMPORARY FIRE ALARM DETECTION COVERAGE FOR RENOVATED SPACES

- A. Due to the construction of this project consisting of the removal and replacement of individual existing devices, no disruption to the function of the existing fire alarm system is expected, and as such no temporary fire alarm detection coverage is mandated for this project. However, in the event that such a disruption occurs it will be the responsibility of the contractor to provide a system that meets the following criteria:
1. Contractor shall provide temporary heat detection coverage in accordance with NFPA 241 for all areas affected by the disruption of function of the existing fire alarm system. Assume 30'-0" diameter spacing for device coverage. Contractor shall submit a temp detection coverage plan to the engineer for review.
  2. Contractor shall provide impairment plan for review by the local fire department. The impairment plan shall be developed in accordance with NFPA 241.

1.07 SCHEDULING

- A. Section 01 32 00 – Construction Scheduling and Phasing: Requirements for scheduling.
- B. Schedule work to coincide with new construction.

- C. Cease operations immediately when structure appears to be in danger and notify Architect/Engineer. Do not resume operations until directed.

#### 1.08 COORDINATION

- A. Section 01 32 00 – Construction Scheduling and Phasing: Requirements for scheduling
- B. Conduct demolition to minimize interference with adjacent and occupied building areas.
- C. Coordinate demolition work with all contractors.
- D. Coordinate and sequence demolition so as not to cause shutdown of operation of surrounding areas.
- E. Identify salvage items in cooperation with Owner.

### PART 2 - PRODUCTS

Not Used

### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Verify wiring and equipment indicated to be demolished serve only abandoned facilities.
- B. Verify termination points for demolished services.

#### 3.02 PREPARATION

- A. Erect, and maintain temporary safeguards, including warning signs and lights, for protection of the public, Owner, Contractor's employees, and existing improvements to remain.

#### 3.03 DEMOLITION

- A. Demolition Drawings are based on casual field observation and existing record documents. Report discrepancies to Owner/Architect/Engineer before disturbing existing installation.
- B. Disconnect electrical systems in walls, floors, and ceilings scheduled for removal.
- C. Reconnect equipment being disturbed by renovation work and required for continued service to nearest available panel.
- D. Remove fire alarm devices, and equipment which are part of the existing fire alarm system. Conduit and wiring to remain and be reused where possible. Existing devices to be removed and directly replaced with new.

### SELECTIVE ELECTRICAL DEMOLITION

- E. Perform work on energized equipment or circuits with experienced and trained personnel.
- F. Remove, relocate, and extend existing installations to accommodate new construction.
- G. Repair adjacent construction and finishes damaged during demolition and extension work.
- H. Protect and retain power to existing active equipment remaining.
- I. Cap abandoned empty conduit at both ends.
  - 1. Remove and dispose of all hazardous materials in accordance with all state and local laws, codes and ordinances. Refer to specification Section 02 84 16 – PCB Light Ballast Demo for lighting removal and disposal.
- J. Provide stainless steel blank plates for all voids left in walls and ceilings from the demolition/removal of fire alarm devices and/or equipment such as smoke/heat detectors, pull stations, recessed panels, etc.

#### 3.04 EXISTING PANELBOARDS

- A. Ring out circuits in existing panel affected by the Work. Where additional circuits are needed, reuse circuits available for reuse. Install new breakers, as necessary.
- B. Tag unused circuits as spare.
- C. Where existing circuits are indicated to be reused, use sensing measuring devices to verify circuits feeding Project area or are not in use.
- D. Remove existing wire no longer in use from panel to equipment.
- E. Provide new updated directories where more than three circuits have been modified or rewired.

#### 3.05 REUSABLE ELECTRICAL EQUIPMENT

- A. Carefully remove equipment, materials, or fixtures which are to be reused.
- B. Disconnect, remove, or relocate existing electrical material and equipment interfering with new installation.

#### 3.06 CLEANING

- A. Section 01 70 00 – Contract Closeout: Requirements for cleaning.
- B. Remove demolished materials as work progresses. Legally dispose.
- C. Keep workplace neat.

3.07 PROTECTION OF FINISHED WORK

- A. Section 01 70 00 – Contract Closeout: Requirements for protecting finished Work.
- B. Do not permit traffic over unprotected floor surface.

END OF SECTION

**DIVISION 26**

**SECTION 26 00 00**

**ELECTRICAL FIRE ALARM**

**PART 1 - GENERAL**

**1.01 GENERAL PROVISIONS**

- A. The “Standard Form of Agreement between Owner and Contractor”, AIA. Document A101, 2017 Edition - Electronic Format, as published by The American Institute of Architects, together with all Amendments and Supplements as hereinbefore listed, shall apply and are hereby made a part of this section of the Specifications.
- B. Attention is directed to the CONTRACT AND GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, PART A and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications

**1.02 RELATED DOCUMENTS**

- A. Include GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS and applicable parts of Division 01 as part of this Section.
- B. Examine all Project Specifications and Drawings for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. When open-flame or spark producing tools such as blower torches, welding equipment, etc., are required in the process of executing the work, the General Contractor shall be notified not less than 24 hours in advance of the time that the work is to begin and the location where the work is to be performed. Provide, where necessary, fire protective covering and maintain a constant non-working fire watch where work is being performed and until completed.
- E. The following definitions apply to the Drawings and Specifications;
  - 1. Furnish: The term “furnish” is used to mean “supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.”
  - 2. Install: The term “install” is used to describe operations at project site including actual “unloading, unpacking, rigging in place, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.”



3. Provide: The term “provide” means to “furnish and install, complete and ready for intended use.”
4. Installer: An “installer” is the contractor or an entity engaged by the contractor, either as an employee, subcontractor, or sub-subcontractor for a performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

### 1.03 DESCRIPTION OF WORK

- A. Examine Drawings and other Sections of Specifications for requirements that affect work of this Section.
- B. Perform work and provide material and equipment as shown on Drawings and as specified or indicated in this Section of the Specifications. Completely coordinate work of this Section with work of other trades and provide a complete and fully functional installation. Drawings and Specifications form complimentary requirements; provide work specified and not shown, and work shown and not specified as though explicitly required by both. Although work is not specifically shown or specified, provide supplementary or miscellaneous items, appurtenances, devices and materials obviously necessary for a sound, secure and complete installation. Remove all debris caused by contractors’ work.
- C. Drawings are diagrammatic and indicate general arrangement of systems and work included in Contract. It is not intended to specify or to show every offset, fitting or component; however, Contract Documents require components and materials whether or not indicated or specified as necessary to make the installation complete and operational.
- D. Perform work strictly as required by rules, regulations, standards, codes, ordinances, and laws of local, state, and federal government, and other authorities that have lawful jurisdiction.
- E. Give notices, file plans, obtain permits and licenses, pay fees and obtain necessary approvals from authorities that have jurisdiction.
- F. As work progresses and for duration of Contract, maintain complete and separate set of prints of Contract Drawings at job site at all times. Record work completed and all changes from original Contract Drawings clearly and accurately, including work installed as a modification or addition to the original design.
- G. Work shall include, but shall not be limited to, the following:
  1. Conduit and raceways.
  2. Wire and cable.
  3. All cores required for electrical equipment and conduit shall be provided by the electrical contractor.

4. Staging, scaffolding, ladders, chutes and other construction aids as required for all electrical work.
5. Pull boxes and cable troughs.
6. Supervision and approval.
7. Fire alarm system including devices, control panels, permitting, testing, additional batteries, amplifiers, address modules and others to provide a completely operational fire alarm system. Coordinate exact requirements with the fire department. Training sessions shall be included as described elsewhere in this Specification.
8. Nameplates, labels and tags.
9. Testing.
10. Operating and maintenance instructions and manuals.
11. Coordination drawings and shop drawings.

#### 1.04 CODES, ORDINANCES, AND PERMITS

- A. Installation of systems and equipment provided under this section shall be done in strict accordance with Massachusetts Department of Public Safety Codes, Massachusetts Department of Environmental Protection, Massachusetts State Building Code and Town Regulations having jurisdiction.
- B. All work, where applicable, shall conform to NFPA codes and all material shall be U.L. approved.
- C. All electrical apparatus furnished under this section shall be approved by the U.L. and shall be so labeled or listed where such is applicable. Where custom-built equipment is specified and the U.L. label or listing is not applicable to the completed product, all components used in the construction of such equipment shall be labeled or listed by U.L. where such is applicable to the component.
- D. Give notices, file plans, obtain permits and licenses, pay fees and obtain necessary approvals from authorities having jurisdiction. Deliver certificates of inspection to Engineer. No work shall be covered before examination and approval by Engineer, inspectors, and authorities having jurisdiction. Replace imperfect or condemned work conforming to requirements, satisfactory to Engineer, and without extra cost to the Owner. If work is covered before due inspection and approval, the installing contractors shall pay costs of uncovering and reinstalling the covering, whether it meets contract requirements or not.

#### 1.05 RECORD DRAWINGS

- A. Refer to DIVISION 01 - GENERAL REQUIREMENTS, of the Specifications for record drawings and procedures to be provided under this section.

1.06 CLEANING

- A. During the progress of the Electrical work, clean up and remove all dust, dirt and other debris caused by this work. At completion, the Contractor shall clean all equipment, conduit and wiring systems and leave all work in perfect operating condition.

1.07 RESPONSIBILITY

- A. The structure and its appurtenances, clearances and the related services, such as plumbing, heating, ventilation and electric service have been planned to be legal, adequate and suitable for the installation of equipment specified under this section. The Owner will not assume any increase in cost caused by differing requirements peculiar to a particular make or type of equipment, and any incidental cost shall be borne by the Electrical Sub-Contractor. They shall be responsible for the proper location of their required sleeves, chases, inserts, etc., and see that they are set in the forms before the concrete is poured. They shall be responsible for their work and equipment furnished and installed by them until the completion and final acceptance of this contract, and they shall replace any work which may be damaged, lost or stolen, without additional cost to the Owner.

1.08 PROTECTION OF MATERIALS, WORK, AND GROUNDS

- A. Materials, fixtures and equipment shall be properly protected and all openings shall be temporarily closed so as to prevent obstruction and damage.
- B. Protect and preserve all materials, supplies and equipment of every description and all work performed. Protect all existing equipment and property of any kind from damage during the operations. Damage shall be repaired or replaced promptly by the Contractor at his expense.

1.09 DRAWINGS

- A. It is the intention of the Specifications and Drawings to call for finished work, tested and ready for operation. Any apparatus, appliance, material or work not shown on the Drawings, but mentioned in the Specifications or vice-versa, or any incidental accessories necessary to make the work complete in all respects and ready for operation, even if not particularly specified, shall be provided by the Contractor without additional expense to the Owner.
- B. The Drawings are generally diagrammatic. The locations of all items that are not definitely fixed by dimensions are approximate only. The exact locations must be determined at the project and shall have the approval of the Engineer before being installed. The Contractor shall follow Drawings, including their shop drawings, in laying out work and shall check the Drawings of other trades to verify spaces in which work will be installed. Maintain maximum headroom and space conditions. Where space conditions appear inadequate, notify the Engineer before proceeding with the installation. The Contractor shall, without extra charge, make reasonable modifications in the layout as needed to prevent conflict with work of other trades or for proper execution of the work.

- C. Size of shafts and conduits and methods of routing them are occasionally shown, but it is not intended to show every offset and fitting, nor every structural difficulty that may be encountered. To carry out the true intent and purpose of the Drawings, all necessary parts to make complete approved working systems ready for use, shall be furnished without extra charge. All work shall be installed in such a manner as to avoid being unsightly.
- D. All measurements shall be taken at the building by the Contractor, prior to purchasing and installing the equipment and conduits.

#### 1.10 SUBMITTALS

- A. Submit shop drawings and product data within 30 days after award of contract. Check, stamp and mark with project name submittals before transmitting to Architect. Indicate deviations from contract documents.
- B. Deviations from contract documents or proposed substitution of materials or equipment for those specified shall be requested in separate letter whether deviations are due to field conditions, standard shop practice, or other cause.
- C. Within four weeks (except as noted otherwise) after award of contract and before ordering materials or equipment. Submit list of proposed materials and equipment and indicate manufacturer's names, addresses and identifying data. No consideration will be given to partial lists submitted out of sequence.
- D. Substitutions for scheduled lighting equipment will be rejected unless substitution submittal is received within ten days of contract award.
- E. Schedule at least ten working days, exclusive of transmittal time for submittal review.
- F. Material and equipment requiring Shop Drawing and Product Data submittal shall include but shall not be limited to:
  - 1. Coordination drawings.
  - 2. Addressable fire alarm system, including battery calculations, equipment cuts and riser diagram including wiring methods.
  - 3. Conduit and raceways.
  - 4. Wire and cable.
  - 5. Pull boxes and cable troughs.
- G. Provide items for equipment installed under other Sections or Contracts or by Owner.
- H. Electrical Contractor shall refer to specification section for submittal requirements.

#### 1.11 SUBSTITUTIONS

- A. Refer to, Div 01 requirements in requesting substitutions. The following paragraphs supplement the requirements of Section 01.
- B. If materials or equipment are substituted for specified items that alter the systems shown or its physical characteristics, or which have different operating characteristics, clearly note the alterations or difference and call it to the attention of the a/e. Under no circumstances shall substitutions be made unless material or equipment has been successfully operated for at least three consecutive years.
- C. Any modifications to the design, as a result of approving a substitution, shall be the responsibility of this contractor. Any additional cost to this contractor or any other contractor, directly or indirectly, as a result of such substitutions, shall be the responsibility of this contractor.

#### 1.12 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Provide in accordance with Division 01 for all equipment provided in this section.

#### 1.13 UNDERWRITERS' LABEL AND LISTING

- A. All electrical apparatus furnished under this Section shall be approved by the UL and shall be labeled or listed where such is applicable. Where custom-built equipment is specified and the UL label or listing is not applicable to the completed product, all components used in the construction of such equipment shall be labeled or listed by UL where such is applicable to the component.

#### 1.14 CUTTING AND PATCHING

- A. All cutting and patching one (1) square foot and less in area necessary for the proper installation of work to be performed under this Section and subsections shall be performed by the Electrical Sub-Contractor. All cutting and patching associated with demolition work and greater than one (1) square foot in area for the installation of work under this section shall be by the General Contractor.
- B. All work shall be fully coordinated with all phases of construction, in order to minimize the requirements for cutting and patching.
- C. The contractor shall see that all such chases, openings, and sleeves are located accurately and are of the proper size and shape and shall consult with the Engineer in reference to this work. In so doing, he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the approval of the Engineer.
- D. Carefully fit around, close up, repair, patch, and point around the work specified herein to the entire satisfaction of the Engineer.
- E. Fill and patch all openings or holes left in the existing structures by the removal of existing equipment by himself, his subcontractors or other filed subcontractors.

- F. All of this work shall be carefully done by workmen competent to do such work and with the proper and smallest tools applicable.
- G. Any cost caused by defective or ill-timed work shall be the contractor's responsibility therefore.
- H. The fire resistance rating of floors, walls, and ceilings shall be maintained. UL listed firestopping shall be installed in accordance with manufacturer's written instructions. Electrical Contractor shall refer to Division 07 of the specifications for fire stopping requirements.
- I. Electrical Contractor shall refer to specification Division 01 for cutting and patching requirements.

#### 1.15 VERIFYING CONDITIONS

- A. Before commencing any work under this section, verify all governing dimensions and examine all adjoining work on which this work is in any way associated or connected. Failure to visit the jobsite will in no way relieve the Contractor from installing the work according to the intent of these specifications and at no additional cost to the Owner.
- B. Each bidder shall visit the site and inspect conditions affecting the proposed work. Failure to do so and misinterpretation of the Plans and Specifications resulting therefrom shall be entirely the responsibility of the bidder.
- C. Each bidder shall make note of the existing conditions affecting hauling, rigging, transportation, installation, etc., in connection with his work and shall make all provisions for transportation of all materials and equipment.
- D. Remove walls, window assemblies/glass and floor structures where necessary to install and remove equipment as shown. The Contractor shall reinstall such displaced structures to their original condition.

#### 1.16 PAINTING

- A. All finish field painting shall be provided by, in accordance with Division 09 of the specification.

#### 1.17 STANDARDS

- A. The latest published issue of the standards, recommendations, or requirements of the following listed societies, associations, or institutes in effect at the date of Contract are part of this Specification. These shall be considered as minimum requirements; specific requirements of this specification and/or associated drawings shall have precedence. In case of conflict between published requirements, the Owner's representative shall determine which is to be followed.
  - 1. UL Underwriters' Laboratories, Inc.
  - 2. ANSI American National Standards Institute

- |     |      |  |
|-----|------|--|
| 3.  | NEC  | National Electric Code                           |
| 4.  | ASME | American Society of Mechanical Engineers         |
| 5.  | ASTM | American Society for Testing and Materials       |
| 6.  | FIA  | Factory Insurance Association                    |
| 7.  | IEEE | Institute of Electrical and Electronic Engineers |
| 8.  | OSHA | Occupational Safety and Health Act               |
| 9.  | NEMA | National Electrical Manufacturers Association    |
| 10. | NFPA | National Fire Protection Association             |

#### 1.18 COOPERATION AND COORDINATION WITH OTHER TRADES

- A. The work shall be so performed that the progress of the entire building construction including all other trades shall not be delayed nor interfered with. Materials and apparatus shall be installed as fast as conditions of the building will permit and must be installed promptly when and as desired.
- B. Confer with all other trades relative to location of all apparatus and equipment to be installed and select locations so as not to conflict with work of other Sections. Any conflicts shall be referred immediately to the Engineer for decision to prevent delay in installation of work. All work and materials placed in violation of this clause shall be readjusted to the Architect's satisfaction, at no expense to the Owner.
- C. Where work of this section will be installed in close proximity to work of other sections or where there is evidence that the work of this section will interfere with work of other sections, assist in working out space conditions to make satisfactory adjustment. Prepare and submit for approval 3/8" scale or larger working drawings and sections, clearly showing how this work is to be installed in relation to the work of other sections. If the work of this section is installed before coordinating with other trades or so as to cause interference with work of other trades, make changes necessary to protect conditions without extra charge.
- D. This Subcontractor shall, with the approval of the Engineer and without extra charge, make reasonable modifications in his work as required by normal structural interferences, or by interference with work of other trades, or for proper execution of the work.
- E. This Subcontractor shall protect all materials and work of other trades from damage that may be caused by his work and shall make good any damages so caused.
- F. The contractor shall refer to Division 01 Specification Section 01 3100 for coordination requirements. This contractor shall submit Requests for Information (RFI's) regarding the work of this section in accordance with the provisions of Division 01.

1.19 TEMPORARY FIRE ALARM DETECTION COVERAGE FOR RENOVATED SPACE

- A. Due to the construction of this project consisting of the addition of a fire alarm system to an existing property where no existing system is in place, no temporary fire alarm detection will be mandated for this project.

1.20 GUARANTEE

- A. Guarantee that all work installed will be free from any and all defects in workmanship and/or materials and that all apparatus will develop capacities and characteristics specified.
- B. If, during a period of one year from the date of final completion and acceptance of the work, any such defects in workmanship, material or performance appear, the Electrical Sub-Contractor will, without cost to the Owner, remedy such defects within a reasonable time to be specified in notice from the Architect.
- C. Correct all damage to insulation, paint or building caused by defects in his work, equipment, and its operation. Guarantee shall include startup, shutdown, maintenance, and 24-hour service during the guarantee period.
- D. Any apparatus that requires excessive service during the warranty period will be considered defective and shall be replaced.

1.21 FINAL ACCEPTANCE

- A. Final acceptance of Ownership of the Fire Alarm system installed within this scope of work shall be contingent on passing a satisfactory system test to determine that the system will perform according to the contract requirements. The above test shall be witnessed by the Engineer and the Owner at his option and acceptance will only be granted in writing by the Owner after receipt of certification from the Engineer that the design criteria have been met.

PART 2 - PRODUCTS

2.01 RACEWAYS

- A. Rigid metallic conduit shall be zinc-coated steel that conforms to industry standards, by Allied Tube and Conduit, Republic Steel, Wheatland Tube or approved equal.
- B. Electrical metallic tubing (EMT) shall be zinc-coated steel that conforms to industry standards, by Republic Steel, Allied Tube and Conduit, Triangle/PWC or approved equal.
- C. Wireways shall be sheet steel with hinged spring-latched covers, galvanized or painted to protect against corrosion. Provide necessary bends, couplings, connectors and other appurtenances. Interior parts shall be smooth and free of sharp edges and burrs. Wireways shall be by Square D or approved equal.
- D. Non-metallic conduit shall be Schedule 40 100% virgin polyvinyl chloride (PVC), 90 °C UL-rated, by Carlon or approved equal. EC shall provide schedule 80 as indicated on



drawings and for all exterior direct buried conduit. Direct buried conduit shall be packed in a minimum of 3" of sand. Utility conduits shall be concrete encased and shall meet all requirements of the Utility and Utility Handbook for 2008.

1. Conduit shall meet NEMA requirements and shall be UL-listed as required by Article 347 of NEC.
  2. Conduit, fittings and solvent cement shall be by single approved manufacturer.
  3. Material shall have minimum tensile strength of 7,000 psi at 73.4 °F, minimum flexural strength of 11,000 psi, and minimum compressive strength of 8,600 psi.
- E. Flexible metal conduit shall be type MC aluminum armor cable with current carrying conductors as required. MC cable shall also have full size separate copper grounding conductor. Flexible conduit shall be used above hung ceiling areas, in wall partitions and in other concealed areas not subject to moisture or physical abuse. Flexible conduit used for lighting fixture final connections shall be limited to a maximum length of six feet.

Flexible conduit shall not be used as follows:

1. In exposed attic areas;
2. In exposed basement areas;
3. Surface-mounted in electrical closets;
4. In all other areas where conduit is surface-mounted or exposed.

Flexible conduit shall be manufactured by American Flexible Conduit, Eastern Wiring Conduit, International Metal Hose Company, or equal.

- F. Liquid-tight flexible metal conduit shall be galvanized steel with separate copper grounding conductor. The outer jacket shall be an extruded, moisture and oil proof, covering of polyvinyl chloride. Liquid-tight flexible metal conduit shall be used for the final connections to all roof top equipment and in all areas where motors and other equipment are subject to an oil or moisture type environment. Liquid-tight flexible metal conduit shall be manufactured by American Flexible Conduit, Eastern Wiring Conduit, International Metal Hose Company, or equal.
- G. All floor, masonry walls and structural ceiling penetrations shall be sleeved.
- H. Provide fire/moisture seal for wall, floor or ceiling penetrations.
- I. Conduit expansion fittings shall be threaded hot-dipped galvanized malleable iron with internal bonding assembly by O.Z./Gedney or approved equal.
- J. Conduit fire seat fittings shall have heat-activated intumescent material for fire rating equal to or higher than that of floor or wall by O.Z./Gedney or approved equal.

- K. Provide water-tight gland sealing assemblies with pressure bushings as required for penetrations.
- L. Provide threaded malleable iron or steel connectors and couplings with insulated throats; manufactured elbows; locknuts; and plastic or bakelite bushings at terminations, as necessary. Couplings and connectors shall be gland and ring compression or stainless steel multiple point locking or steel concrete-tight set screw. Compression couplings and connectors shall form positive ground. Set-screw connectors and couplings shall have wall thickness equal to conduit, case-hardened, hex-head screws and separate ground wire. Bushings for rigid steel conduit and connectors for EMT shall have insulating inserts that meet requirements of UL 514 flame test.

## 2.02 OUTLET BOXES

- A. Outlet boxes on concealed work shall be at least 4" square or octagonal, galvanized pressed steel with plaster rings as required. Outlet boxes for exposed conduit work shall be cast aluminum alloy with cast aluminum alloy covers.
- B. Where installed in plaster, boxes shall be fitted with galvanized steel plaster covers of required depth to finish flush with finished wall or ceiling.
- C. Switch boxes, receptacle boxes and other outlet boxes shall be standard 4" square with plaster rings or gang covers as required.
- D. Outlet boxes shall be by Steel City Electric Company, Appleton Electric Company and National Electric Products Company or approved equal.
- E. Outlet boxes for various systems and components shall be as required by manufacturer.
- F. Waterproof boxes shall be Condulet Cast Boxes with water-proof devices and covers. Provide hot-dipped galvanized corrosion-resistant epoxy enamel finish or PVC-coated products, where noted on Drawings.
- G. Provide screw-joint outlet boxes, with gasketed weatherproof covers in exterior locations, where exposed to moisture, at kitchen and cafeteria equipment with or next to water or steam connections, and where indicated as weatherproof on Drawings.
- H. Provide only enough conduit openings to accommodate conduits at individual location. Each box shall be large enough to accommodate number and sizes of conduits, wires and splices to meet NEC requirements, but shall be at least size shown or specified. Necessary volume shall be obtained by using boxes of proper dimensions. Box depths greater than 2-1/8" shall not be used to obtain necessary volume, but may be used with Engineer's approval to facilitate installation. Standard concrete boxes may be 6" deep where necessary to permit entrance of conduits into sides of boxes without interference with reinforcing bars. Octagonal hung ceiling boxes with suspension bars may be 3-1/2" deep. Rectangular boxes for inter-connection of branch circuit conduits may be 2-1/2" deep.

## 2.03 JUNCTION BOXES, PULL BOXES AND CABLE TROUGHS

- A. Provide code gauge galvanized steel junction and pull boxes for conduit 1-1/4" trade size and larger, where indicated and as necessary to facilitate installation, of required dimensions, with accessible, removable screw-on covers. Provide junction and pull boxes in special sizes and shapes determined in field where necessary.
- B. Junction box covers shall be accessible. Do not install junction boxes above suspended ceilings except where ceiling is removable or where access panel is provided. EC shall refer to Specification Section 08 3050 for access panel requirements.
- C. Sheet metal pull boxes shall be supported adequately to maintain shape. Larger boxes shall have structural steel bracing welded into rigid assembly formed adequately to maintain alignment in shipment and installation. Secure covers with corrosion-resistant screws or bolts.
  - 1. Pull boxes exposed to rain or in wet locations shall be weatherproof.
  - 2. Pull boxes used with aluminum conduit shall be metal compatible with aluminum.
  - 3. Provide clamps, grids and other appurtenances to secure cables. No cable shall be unsupported for more than 30".
  - 4. No pull box shall be within 2 feet of another.
  - 5. Provided sealed, cast-alloy, hazardous-location boxes with sealing fittings in garages and other areas in which flammable gases or vapors may be present to prevent transmission of gases or vapors through conduits.
  - 6. Pull boxes connected to concealed conduits shall be mounted with covers flush with finished wall or ceiling. No aluminum pull box shall be embedded in concrete.
- D. Provide cable troughs of special shapes, design and construction required to install, support and enclose feeder cable throughout indicated routing. Troughs shall be as specified above for junction and pull boxes, with reinforcing, insulating supports and clamping for cable installation. Cables shall be continuous throughout troughs, and shall be racked in distributed phase groupings arranged with phase cables surrounding neutral conductors.

#### 2.04 WIRE AND CABLE (600 V INSULATION)

- A. Provide single-conductor, annealed copper wire and cable with insulation rated 600 V, of sizes specified and scheduled on Drawings, by General Electric, Rome, Okonite or approved equal, for secondary service, feeders, branch and system wiring. Wire insulated for 300 V may be used where voltage is less than 100 V, if isolated from higher voltages. Wire sizes shown and specified are American Wire Gauge for copper.
- B. Wire #8 and larger shall be stranded; #10 and smaller shall be solid. Wire and cable shall have THWN-THHN or XHHW insulation.

- C. Motor control circuits and signal wiring may be #14 if NEC requirements are met. Branch circuits longer than 75' for 120 V from panel to last outlet.
- D. Wiring within light fixtures and other high-temperature equipment shall have 150 °C insulation as required by NEC.
- E. Splices and Terminations
  - 1. Make splices in branch circuit wiring with UL-listed, solderless connectors rated 600 V, of sizes and types required by manufacturer's recommendations with temperature ratings equal to those of wires. Splice connectors shall be screw-on. Insulate splices with integral covers or with plastic or rubber friction tape to preserve characteristics of wire and cable insulation.
  - 2. Provide standard bolt-on lugs with hex screws to attach copper wire and cable to panelboards, switchboards, disconnect switches and electrical equipment.
  - 3. Make terminations and splices for conductors #6 and larger with corrosion-resistant, high-conductivity pressure indent, hex screw or bolt-clamp connectors, with or without tongues, designed specifically for intended service. Connectors for cables 250 MCM and larger shall have two clamping elements or compression indents. Terminals for bus connections shall have two bolt holes.
  - 4. Ampacity of splices and connectors shall be equal to those of associated wires and cables.
- F. Arc-proofing
  - 1. Provide flexible, flame-retardant, organic-composition-coated elastomer arc-proofing tape on power cable in manholes and handholes, suitable to withstand 200 A arc for 30 seconds. Tape shall be self-extinguishing and shall not support combustion.
  - 2. Apply tape in single, half-lapped layer as required by manufacturer's recommendations. Secure with strips of red plastic film tape on 208Y/120V conductors.
- G. Provide three-ply marlin twine lacing or self-extinguishing nylon straps with -65 °F to 350 °F range for bundling conductors.

## 2.05 MINERAL INSULATED CABLE (MI)

- A. Mineral insulated (MI) metal sheathed cable shall be a factory assembly of separate, single conductors. Each conductor shall be insulated with a highly compacted magnesium oxide insulation and enclosed in a seamless, liquid-and-gas-tight continuous copper sheath.
  - 1. Conductors shall be of solid, high-electrical conductivity copper with a cross-section area corresponding to standard AWG sizes.

2. The insulation shall be of highly compressed magnesium oxide. Thickness of insulation shall be at least 55 mils for all 600 volt power cables up to 500 MCM.
  3. Cables shall comply with Article 330 of the National Electric Code. When installed for fire rating, cables must be supported every three (3) feet of horizontal run and six (6) feet of vertical run.
  4. Cables shall be classified by Underwriters Laboratories as being two (2) hour fire resistive.
  5. Four separate, two-hour rated conductors shall be supplied each run: phase A, phase B, phase C and the neutral, the ground return shall be provided via the exterior copper sheath.
- B. Mineral insulated (MI), metal-sheathed cable shall be manufactured by Pyrotenax U.S.A. Inc., or approved equal.

#### 2.06 FEEDER IDENTIFICATION

- A. Provide nonferrous identifying tags or pressure-sensitive labels for cables, feeders, and power circuits in vaults, pull boxes, manholes and switchboard rooms, at cable termination and in other locations.
- B. Tags or labels shall be stamped or printed to correspond with markings on Drawings or marked so that feeder or cable may be identified readily. If suspended tags are provided, attach with 1/32" diameter nylon 55-pound test monofilament line or slip-free plastic cable lacing unit.

#### 2.07 WIRE PULLING EQUIPMENT

- A. Provide polyethylene ropes for pulling wire.
- B. Provide fish wires in telephone conduits and other empty conduit systems required, without splices and with ample exposed lengths at each end.
- C. Provide wire pulling lubricants that meet applicable UL requirements as necessary.

#### 2.08 CABLE SUPPORTS AND BOXES

- A. Provide cable supports and boxes for vertical feeders as required by NEC. Boxes shall be 10 gauge steel plates fastened to angle iron frame with removable covers secured with brass machine screws.
- B. Provide split wedge cable supports with clamps for cable without metallic sheath. Provide basket weave or approved equal cable supports approved by cable manufacturer for cable with metallic sheath. Supports shall be by O.Z./Gedney or approved equal.

#### 2.09 ADDRESSABLE FIRE DETECTION AND ALARM SYSTEM

- A. General

1. The Contractor shall furnish, install, and place in operation a microprocessor-based addressable analog/multiplex fire alarm system.
2. Fire Alarm system shall be a complete, non-coded, analogue addressable, microprocessor-based fire detection and alarm system with manual and automatic alarm initiation, addressable analog initiating devices.
3. The completed fire alarm system shall meet all local and state codes.
4. Equipment and completed installation shall be UL listed or approved and shall meet approval of local fire department and state fire Marshall, authorities having jurisdiction and shall be in accordance with the applicable sections of the latest edition of the State Electrical Code, ADA Code, NFPA 71, 72, 72E, and Life Safety Code #101.
5. Each remote device shall have a unique code. All remote devices shall be under the control of the main system microprocessor.
6. The complete system shall contain smoke detection, audible strobe alarms, pull stations, duct smoke detectors, water and tamper flow switches, and other devices as required for a complete system.
7. The Owner shall be responsible for selection of and monthly payments to an approved fire alarm third party monitoring company.
8. The Contractor shall be responsible for all fire alarm testing and certification charges.

**B. Main Fire Alarm Control Panel (FACP)**

1. The main fire alarm control panel shall include - but not be limited to - system cabinet, communications equipment, power supply unit, system control unit, or analog loop unit. Fire alarm power supply shall be 24 volt dc.
2. All circuit boards, control panels, battery chargers, batteries, and other equipment at the main panel location shall be contained within 16-gauge steel cabinets. Doors shall be lockable type.
3. Descriptive display of device in alarm shall be an 80-character minimum, liquid crystal type (LCD) display.
4. Secondary power supply shall have the capacity to operate the fire alarm system in the non-alarm mode for 24 hours and at the end of that period shall be capable of operating all alarm notification appliances for five minutes (or 15 minutes) per NFPA 72, Section 4.4.1.5.3.1. In addition, provide 20% additional battery capacity.
5. Lightning protection shall be included within the FACP to protect the panel from lightning strike on the 120 volt supply circuit.

6. The FACP shall have an approved method of communication to enable automatic transmission of alarm signal to the approved fire alarm third party monitoring company or fire department.
  - a. Code compliant methods are as follows:
    - 1) Radio communicator
    - 2) Digital alarm communicator DACT (Internet connection is required and provide by the electrical contractor)
    - 3) Cellular communicator.
    - 4) Radio Master box
  - b. Back-up means of transmission shall be any of the following, not already used as the primary means of transmission:
    - 1) Radio communicator
    - 2) Digital alarm communicator DACT (Internet connection is required and provide by the electrical contractor)
    - 3) Cellular communicator.
    - 4) Radio Master box
  - c. Because of the time delay between design and construction and communication method changes by local fire departments, for both primary and back means of transmission the contractor **shall** coordinate exact methods with the local fire department
7. System trouble conditions shall appear as an amber "System Trouble" LED and shall cause an audible signal at the panel to steadily sound. System trouble signals shall include normal power failure, failure of the microprocessor, failure of remote processor/identification module, or open or shorted wiring conditions on the alarm initiating circuit or the alarm notification circuit.
8. The FACP shall have reset switch, alarm silence switch, and trouble silence switch for silencing the panel-mounted alarm horns.
9. A green "Power On" LED shall normally be lit, indicating that the system is receiving 120 volt AC
10. Red LEDs shall be provided to indicate alarm conditions.
11. Each alarm initiating circuit shall be electrically supervised for open circuits, short circuits, and ground faults in the wiring.
12. Power amplifiers shall be in 60, 120 and 250 watt RMS increments at either 70 VRMS or 25 VRMS output voltage levels. PA amplifiers shall be single or dual

channel operation and redundant for 5% to 100% backup. All amplifiers shall have 50 to 15 kHz frequency response.

13. The notification Appliance Circuit Module shall be rated 60 watts minimum at 70 VRMS and shall provide a Style Y (Class "B") supervision plug-in module. All notification appliance circuits shall have short circuit protection built in to automatically disconnect the individual speaker appliance circuit from the system amplifier(s) when a short-circuit is detected to assure the integrity of all other notification appliance circuits. Each notification appliance circuit shall have an individual manual control toggle switch, red "Alarm" LED, and yellow "Trouble" LED to isolate individual circuit functions and status. A dedicated wiring area shall be provided for all appliance circuits to simplify contractor interconnections.
14. Auxiliary Control Circuit Module shall be equipped with form "A" or "B" contacts rated at 2 amperes DC (resistive). Each auxiliary control circuit shall have an individual "ON/NORM/OFF" 3-position manual switch to isolate individual circuit functions and status, together with an "ON" LED and "OFF" LED to monitor remote auxiliary circuit contacts giving a positive indication of circuit status to the system operator. A dedicated wiring area shall be provided for all auxiliary circuits to simplify contractor interconnections.
15. Smoke detector alarm verification shall be provided to prevent nuisance alarms. Pre-alarm window of 15 seconds, zone reset of 5 seconds and a 90-second alarm verification window shall be provided. System shall alarm from a second alarm from the same smoke detector within this 90-second window.

## Operation

16. Refer to dwgs for Sequence of Operations Matrix

### C. Remote Devices

1. Smoke detectors shall be addressable solid state, photoelectric type with 3.0% nominal sensitivity. Smoke detectors shall be a plug-in unit which mounts to a twistlock base.
2. Remote Alarm Indicator (LED) shall be provided as shown on the Drawings. LED shall have stainless steel faceplate and shall be engraved "alarm" unless otherwise noted.
3. Duct smoke detectors shall be addressable photoelectric type, complete with remote test station and sampling tubes. Remote test station shall have red LED indicating light and stainless steel faceplate. Duct smoke detectors shall, upon alarm condition, cause FACP to alarm and shall cause the FACP to activate the associated control relay to shutdown the associated air handling unit. Duct detectors shall be supplied by the Electrical Contractor, installed by the Mechanical Contractor and wired to the fire alarm control panel by the Electrical Contractor. Shutdown wiring from the control relay to the motor starter shall be done by the Mechanical Contractor.



4. Heat detectors shall be addressable, low-profile, matte white, rated 135°F fixed temperature as shown on the Drawings.
5. Heat detectors rated 195°F as shown on the Drawings shall be conventional type detectors. Fixed temperature 195°F detectors shall be low-profile, matte white, and shall be zoned together as shown on the Drawings utilizing a conventional to addressable conversion module.
6. Pull stations shall be flush-mounted. Provide addressable, double-action break rod stations. Pull stations shall mechanically latch upon activation and remain so until being mechanically reset by opening with a key. Pull stations in public areas shall, at the option of the Superintendent of Fire Alarm, have an accepted protection cover with an integral sounding device. The operable part of the manual pull station shall be mounted between 3½ feet and 4 feet above finish floor per NFPA 5.12.4. Pull stations shall be mounted within five feet of exit doorways on each floor level per NFPA 5.12.6. Pull stations shall be mounted on both sides of grouped door openings exceeding 40 feet in width per NFPA 5.12.7. Travel distance to any pull station shall not exceed 200 feet per NFPA 5.12.8.
7. Audible/strobe units shall be installed flush-mounted.
  - a. The visual strobe shall meet all requirements of the ADA Code. Strobe shall be rated as follows:
    - 1) The lamp shall be a xenon strobe type or equivalent.
    - 2) The color shall be clear or nominal white, i.e., non-filtered, or clear filtered white light.
    - 3) The maximum pulse duration shall be two-tenths of one second (0.2 second) with a maximum duty cycle of 40 percent. The pulse duration is defined as the time interval between initial and final points of 10 percent of maximum signal
    - 4) The intensity shall be a minimum of 75 candela
    - 5) The intensity shall be a minimum of 177 candela for hearing impaired units.
    - 6) The flash rate shall be a minimum of 1 Hz and a maximum of 3 Hz.
    - 7) Audible/strobe units shall flash synchronously with other horn strobes and other strobe only devices in the same zone. System shall hold synchronization for a minimum of 15 minutes.
  - b. The audible portion of the device shall be rated to meet ADA Codes and shall meet the following criterion:

- 1) Audible Notification Appliances shall be zoned by floor, stairwell and elevator bank. To accommodate the loading and required 50% spare capacity of each circuit, a zone may consist of numerous circuits. Again, as part of one's submittal, mathematical calculations shall be provided for each circuit indicating this requirement is met.
  - 2) The audible device shall produce a sound that exceeds the prevailing equivalent sound level in the room or space by at least 15 dba or exceeds any maximum sound level with a duration of 60 seconds, by 5 dba, whichever is louder. Sound levels for alarms shall not exceed 120 dba.
  - 3) Horn strobe units shall be located as shown on the Drawings. Horn strobes shall be mounted at 90 inches above the highest floor level within the space or 6 inches below the ceiling, whichever is lower, per NFPA 7.4.6.1. Strobe mounting height shall not exceed 96 inches per NFPA 7.5.4.
  - 4) No place in common corridors or hallways in which visual alarm signaling appliances are required shall be more than 50 feet from the signal. In corridors, visible notification appliances shall be provided not more than 15 feet from the end with a separation not greater than 100 feet per NFPA 7.5.4.2.5.
  - 5) No place in any room or space required to have a visual signal appliance shall be more than 50 feet from the signal (in the horizontal plane). In large rooms or spaces exceeding 100 feet across, without obstructions 6 feet above the finish floor, such as auditoriums, devices may be placed around the perimeter, spaced a maximum of 100 feet apart, in lieu of suspending appliances from the ceiling.
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8. Remote LEDs with stainless steel backplates shall be provided as required by local authorities. Engraved nameplates shall be provided below remote LEDs to indicate position of associated detector(s).
  9. Provide a supervised exterior rotating beacon 24 VDC with a red lens. Beacon shall operate on battery standby power 24 VDC for 15 minutes of alarm. Beacon shall be of non-corrosive Lexan plastic construction with an optically designed red lens, a wall-mounting bracket; Neoprene weatherproof gaskets shall also be included. Beacon shall measure over five (5) inches in height for visibility. Location shall be determined by the local fire department.
  10. Knox-Box shall be recessed mounted near the front entry. Box shall be aluminum with tamper switch.
  11. Master Fire Alarm Box (coordinate exact requirements with FD):

- a. Furnish and install a radio master box in accordance with the local fire departments specifications and standards.
  - 1) Ground Connection: A ground connection shall be installed from the ground terminal of the fire alarm box to the electrical equipment ground of the building.
- 12. Strobe-only units shall be provided and shall meet all requirements of NFPA and ADA codes. Strobe shall be rated as follows:
  - a. The lamp shall be a xenon strobe type or equivalent.
  - b. The color shall be clear or nominal white, i.e., non-filtered, or clear filtered white light.
  - c. The maximum pulse duration shall be two-tenths of one second (0.2 second) with a maximum duty cycle of 40 percent. The pulse duration is defined as the time interval between initial and final points of 10 percent of maximum signal.
  - d. The intensity shall be a minimum of 75 candela.
  - e. The flash rate shall be a minimum of 1 Hz and a maximum of 3 Hz.
- 13. Provide LCD type remote annunciator, positioned as shown on the Drawings. The annunciator shall be flush-mounted type and shall be supervised for system trouble. Remote annunciator shall have silence switch and reset switch. Remote annunciator shall have 80-character LCD display which repeats alarm message on FACP.
- 14. Remote relays shall be provided for AC unit shutdown. Relay circuits shall be powered and supervised from the main fire alarm control panel. Operating coils shall be 24 volts dc.
- 15. The sprinkler contractor shall provide water flow switches on the wet sprinkler piping systems. Should a sprinkler head release, water flow will cause a contact closure on the flow switch. The Electrical Contractor shall provide an addressable module adjacent to each water flow switch as shown on the Drawings. Activation of water flow switch shall cause fire alarm control panel to alarm and transmit call to the Fire Department.
- 16. The sprinkler contractor shall provide a tamper switch on each control valve of the sprinkler system. Should valve be moved from its preset condition, this shall cause contact closure on the tamper switch. The Electrical Contractor shall provide an addressable module adjacent to each tamper switch as shown on the Drawings. Activation of tamper switch shall cause trouble alarm at the fire alarm control panel.
- 17. The sprinkler contractor shall provide a low pressure alarm device on the incoming sprinkler line for monitoring external street pressure. Should the street

pressure drop below a predetermined value, low-pressure device shall cause a contact closure. The Electrical Contractor shall provide an addressable control module adjacent to the low pressure switch as shown on the Drawings. Activation of the low pressure switch shall cause a trouble condition at the main fire alarm control panel.

18. The sprinkler contractor shall provide a low pressure alarm device on the dry pipe sprinkler piping. Should air pressure drop below a predetermined value, low alarm pressure device will activate, causing a contact closure. The Electrical Contractor shall provide an addressable control module at each low-pressure switch as shown on the Drawings. Activation of low pressure device shall be annunciated as a trouble condition at the fire alarm control panel.
19. The sprinkler contractor shall provide a water pressure device on the dry pipe sprinkler system which acts like a water flow switch. Activation of a dry sprinkler head will cause contact closure at the water pressure device. The Electrical Contractor shall provide an addressable control module at each water pressure device as shown on the Drawings. Activation of the water pressure device shall cause the fire alarm panel to activate and transmit fire condition to the Fire Department.

D. Wiring and Conduit

1. All fire alarm wire and cable shall be UL listed for fire alarm use.
2. The electrical contractor shall coordinate the installation of the fire alarm equipment with the manufacturer. All conductors and wiring shall be installed per the manufacturers' recommendations.
3. The fire alarm system wiring shall be Class "A" with end-of-line resistors located in the FACP. Both alarm initiating circuits and communications loop circuits shall be Class "A" type.
4. For fire alarm wiring in concealed areas, fire alarm cable shall be plenum rated type FPLP, with red outer jacket. Installation shall meet requirements of NEC Article 770 and 725. Conductors shall be solid copper #14 minimum, with low-smoke, low-flame type jacket.
5. For fire alarm wiring in exposed areas, fire alarm wiring shall be type THHN insulation. Wire size shall be #14 AWG minimum. All wiring related to the fire alarm system shall be installed in type EMT conduit.
6. All junction boxes shall be sprayed red and labeled "fire alarm".
7. Town Tie-in – Radio Master box in accordance with the fire departments specifications.

E. Programming

1. The system shall be field programmable, either by programming switches on the system control unit, or by locally connected PC.
2. A hard copy of the final system configuration showing all inputs, outputs, descriptions, addresses, and programming matrixes shall be provided at final acceptance test.
3. A supervised RS-232 serial port shall be provided to operate a remote printer to print all alarms, trouble conditions, local descriptions, time, and date of occurrence. The remote printer itself is not required.

F. Shop Drawings

1. Shop Drawings shall include both equipment catalog cuts (product data sheets) and one-line riser/interconnect diagrams.
2. Provide battery calculations showing 20% spare capability.
3. Catalog cuts shall indicate descriptive information and technical data and shall be supplied for all equipment including main fire alarm control panel and all remote devices.
4. One-line riser or interconnect drawing shall be supplied on 24"x36" size drawing. All fire alarm devices, power supplies, splice cabinets, and transmitting equipment shall be shown with interconnect wire size.

G. Testing

1. The Electrical Contractor shall be responsible for all required fire alarm testing.
2. Prior to formal Fire Department Test, the Contractor shall conduct a preliminary test. The Electrical Contractor and the equipment manufacturer shall completely test the system. The Manufacturer shall issue a letter of acceptability stating that all system components are installed and all remote devices are functioning.
3. After letter of acceptability has been received for the preliminary test, the Electrical Contractor shall conduct the acceptance test, as many times as required. The Electrical Contractor, Equipment Manufacturers Representative, Owner's Representative, Fire Department Representative and Service Company Representative shall conduct the acceptance test in accordance with NFPA 72. Every building fire alarm device shall be tested to ensure proper operation and correct annunciation at the control panel. At least one half of all tests shall be performed on battery standby power.
4. Where application of heat would destroy any detector, it may be manually activated.
5. The communication loops and the indicating appliance circuits shall be opened in at least two (2) locations per zone to check for the presence of correct supervisory circuitry.

6. When the testing has been completed to the satisfaction of both the Contractor's Job Foreman and the Representatives of the Manufacturer and Owner, the electrician shall provide a completed Inspection and Testing Form per NFPA 72, Section 10.6.2.3.
7. The Contractor shall leave the fire alarm system in proper working order and, without additional expense to the owner, shall replace any defective materials or equipment provided by him under this contract within one year (365 days) from the date of final acceptance by the awarding authority.

H. Manufacturers

1. All system devices including all fire alarm initiating devices, notification devices, and main panels shall be labeled with the Manufacturer's name and logo type. "Hybridized" system (containing equipment from several different manufacturers) are not acceptable.
2. Complete system shall be manufactured by FCI (Fire Control Instruments), Edwards, Notifier, or equal.

2.10 FIRESTOPPING

- A. Provide asbestos-free firestopping material capable of maintaining an effective barrier against flame, gases, and temperature. Provide noncombustible firestopping that is nontoxic to human beings during installation or during fire conditions. Devices and equipment for firestopping service shall be UL FRD listed or FM P7825 approved for use with applicable construction, and penetrating items.
1. Fire Hazard Classification: Material shall have a flame spread of 25 or less, a smoke developed rating of 50 or less when tested in accordance with UL 723 or UL listed and accepted.
  2. Firestopping Rating: Firestopping materials shall be UL FRD listed or FM P7825 approved for "F" and "T" ratings at least equal to fire-rating of fire wall or floor in which penetrated openings are to be protected, except that "F" and "T" ratings may be 3 hours for firestopping in through-penetrations of 4-hour fire rated wall or floor.

PART 3 - EXECUTION

3.01 MATERIALS AND WORKMANSHIP

- A. Work shall be executed in workmanlike manner and shall present neat, rectilinear and mechanical appearance when completed. Maintain maximum headroom at all times. Do not run conduits or wiring exposed unless shown exposed on drawings. Material and equipment shall be new and installed according to manufacturer's recommended best practice so that completed installation shall operate safely and efficiently.

3.02 CONTINUITY OF SERVICES

- A. Do not interrupt existing services without Owner's and Engineer's approvals.

### 3.03 SPECIAL RESPONSIBILITIES

- A. Coordinate work of this Section with work of other Sections.
  - 1. Provide information about items furnished under this Section to be installed under other Sections, as necessary.
  - 2. Obtain detailed information from manufacturers of equipment provided under this Section as to proper methods of installation.
  - 3. Obtain final roughing dimensions and other information as needed for complete installation of items furnished under other Sections or by Owner.
  - 4. Keep fully informed of shape, size and position of openings required for material and equipment provided under this and other Sections. Ensure that openings required for work of this Section are coordinated with work of other Sections. Provide cutting and patching as necessary.

### 3.04 NAMEPLATES

- A. Provide nameplates in or on panelboards, junction boxes and cabinets, and for special purpose switches, motor disconnect switches, remote control stations, starters or other controls furnished or installed under this Section. Nameplates shall designate equipment controlled and function.
- B. Nameplates shall be laminated black bakelite with 1/4" high white recessed letters. Nameplates shall be securely attached to the equipment with galvanized screws. Adhesives or cements shall not be used.

### 3.05 WIRING METHODS

- A. Install wire and cable in approved raceways as specified and as approved by authorities that have jurisdiction. Surface metal raceways shall not be used unless explicitly specified and shown on Drawings. Do not use surface raceways on floor.
- B. Conductors #10 and smaller in branch circuit panelboards, signal cabinets, signal control boards, switchboards and motor control centers shall be bundled. Conductors larger than #10 in switchboards, motor control centers and pull boxes shall be cabled in individual circuits.
- C. Two or more conduits installed instead of single conduit shall contain duplicate conductors, including neutrals and ground conductors where required; total capacity of duplicate conductors shall be at least equal to capacity of conductors replaced.
- D. Electrical metallic tubing may be used generally, if approved by local codes, for lighting fixture and receptacle circuits, telephone, inter-communications, signal and instrumentation circuits, and for control circuits. EMT may be used generally, if approved by authorities, in masonry walls, above hung ceilings, in equipment rooms, in

mechanical and electrical chases and closets, in exposed locations along ceilings or walls above normal traffic level and where not subject to accidental damage or abuse. Do not run EMT exposed below 8 feet above finished floor. Conduit below 8'-0" AFF exposed shall be rigid steel this shall include the basement area except the new main electric room, the life safety closet and the MDF where EMT may be utilized below 8'-0".

- E. Install connectors and couplings as recommended by manufacturers. Compression fittings shall not be used with rigid steel, intermediate metallic or aluminum conduit. Set screw fittings shall not be used with rigid aluminum conduit and shall not be used for other applications, unless specified and approved by Architect. If set-screw connectors are used, tighten to imbed screws in conduit.
- F. Conduit in concrete shall be rigid steel. EMT shall not be installed underground, in slabs on grade, in wet locations, in hazardous areas, or for circuits operating at more than 600 V. Buried metallic conduit shall be rigid steel. Run conduit in slabs above bottom steel reinforcing, below top reinforcing and inside beam stirrup, wall reinforcements and column ties.
- G. Rigid non-metallic conduit as specified in Part 2 of this Section may be used, if approved by local authorities, for installation in concrete slabs when installed as required by NEC and manufacturer's requirements. Penetrations from concrete slabs shall be made with rigid steel conduit and rigid steel conduit fittings only.
- H. Maximum outside diameters of raceways in conduit shall be 1/3 slab thickness. No more than two 3/4" raceways shall cross in floor slab at a single point. Submit raceway crossing locations for approval before pouring slabs and relocate at no expense to Owner as directed by Architect. Lateral spacing of parallel raceways shall be at least 6" on centers. Do not run conduit in slab less than 3" thick without express approval and direction of Architect.
- I. Raceways with outside diameters larger than 1/3 slab thickness shall be run concealed in hung ceilings in finished areas, exposed in unfinished Mechanical/Electrical and storage areas, below slabs on grade.
- J. Penetrate waterproof walls of structural slabs and foundation walls only where approved by Architect. Submit proposed penetration points, size openings and penetration methods to Architect for approval.
- K. Provide flexible conduits for connections to electrical equipment and to equipment furnished under Divisions 14 and 22 that are subject to movement, vibration or misalignment; where available space dictates; and where noise transmission must be eliminated or reduced. Flexible conduit shall be liquid-tight under following conditions:
  - 1. Exterior locations
  - 2. Moisture or humidity-laden atmospheres (This shall include the basement area)
  - 3. Corrosive atmospheres
  - 4. Where wash-down operations are possible



5. Where seepage or dripping of oil, grease or water is possible
- L. Run concealed conduit and EMT in as direct lines as possible with minimum number of bends of longest possible radius. Run exposed conduit and EMT parallel to or at right angles to building lines. Ends shall be free from dents or flattening.
  - M. Conduit and EMT runs shall be mechanically and electrically continuous from service entrance to outlets. Conduit shall enter and be secured to cabinet, junction box, pull box or outlet box with locknut outside and bushing inside, or with liquid-tight, threaded, self-locking, cold-weld wedge adapter. Provide additional locknut for rigid conduit and wrench-tighten locknut for EMT or flexible conduit where circuit voltage exceeds 250 V. Locknuts and bushings or self-locking adapters will not be required where conduits are screwed into tapped connections. Vertical conduit runs that terminate in bottoms of wall boxes or cabinets shall be protected from entrance of foreign material before installation of conductors.
  - N. Size rigid steel conduit, EMT and flexible metallic conduit as required by NEC except as specified or shown on Drawings otherwise. Unless shown otherwise on Drawings, telephone conduits shall be at least 1".
  - O. Check raceway sizes to determine that green equipment ground conductor fits in same raceway with phase and neutral conductors to meet NEC percentage of fill requirements. Increase duct, conduit, tubing and raceway sizes shown or specified as required to accommodate conductors.
  - P. Unless specified or shown on Drawings otherwise, install conduit and EMT concealed. Unless specified or shown otherwise, conduit and EMT may be run exposed on unfinished walls and unfurred basement ceilings and in unfinished penthouses, attics and roof spaces. Provide stand-off clips for conduits on exterior masonry walls.
  - Q. Install conduit systems complete before drawing in conductors. Blow through and swab after plaster is finished and dry, and before conductors are installed.
  - R. Expansion/Deflection Fittings: Conduit buried or secured rigidly on opposite sides of building expansion joints and long runs of exposed conduit subject to stress shall have expansion fittings. Fittings shall safely deflect and expand to twice distance of structural movement.
    - 1. Provide separate external copper bonding jumper secured with grounding straps on each end of fitting.
    - 2. Conduits buried in concrete shall cross building expansion joints at right angles; provide expansion fittings as required by manufacturer's instructions. Provide insulated bushings at ends of conduits.
  - S. Sealing Fittings: Threaded sealing fittings for rigid steel conduits shall be zinc- or cadmium-coated, cast or malleable iron; sealing fittings for aluminum conduit shall be threaded cast aluminum. Fittings that prevent passage of water vapor shall be continuous drain.

1. Install and seal fittings as required by manufacturer's recommendations. In concealed work, install fittings in flush steel box with blank cover plate.
  2. Install sealing fittings at following points, and elsewhere as shown:
    - a. Where conduits enter or leave hazardous areas equipped with explosion-proof lighting fixtures, switches, receptacles and other electrical devices.
    - b. Where conduits pass from warm to cold locations.
    - c. Where required by NEC.
  3. Secure conduit system as required by NEC.
- T. Do not lay cable or conduit on or support from suspended ceiling or piping and ductwork.
- U. Attach pull ropes to conductors with basket-weave grips on pulling eyes. Pull cables that share conduit at same time.
- V. Provide inserts, hangers, anchors and steel supports as necessary.

### 3.06 COLOR CODING

- A. Provide color coding for secondary service, feeders, and branch circuits as follows:

PHASE	COLOR
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120/208V, 3-phase, 4-wire, wye:

A	Black
B	Red
C	Blue
Neutral	White
Equipment Ground	Green

120/240V, 1-phase, 3-wire, wye:

A	Black w/stripe
B	Red w/stripe
Neutral	White w/stripe
Ground	Green w/stripe

- B. Colors shall be factory-applied entire length of conductors by one of the following methods except as noted and limited below:

1. solid color compound
  2. solid color coating
  3. colored stripping (2 stripes 180 degrees apart)
  4. colored bands or hash marks with maximum spacing of 18"
  5. colored fibrous covering
  6. surface printing every 12", maximum spacing of 18".
- C. Branch circuit conductors #12 and #10 shall have solid color compound, solid color coating. Neutrals and equipment grounds shall have solid compound or solid color coating (white, gray and green), except that neutrals with colored stripe shall be used where required by NEC. Conductors #8 and larger with stripes, bands or hash marks shall have background color other than white, green and gray.
- D. Solid color coating, stripes, bands or hash marks shall be strongly adherent paint or dye, sufficiently wide and clear to be readily distinguishable after installation.
- E. Alternative field-applied color coding methods may be used for wire #10 or larger, with color code specified in Subparagraph A:
1. Apply 3/4" colored pressure-sensitive plastic tape in half overlapping turns for 6" from all terminal points and in boxes in which splices or taps are made. Apply last two laps of tape with no tension. Do not cover cable identification markings.
  2. Identify with nylon, self-extinguishing, self-locking colored cable ties. Ties shall accommodate wire sizes 1/16" through 1-3/4" in diameter and shall not be less than 0.18" wide. Minimum tensile strength shall be at least 50 lbs. Temperature range shall be -65 °F to +350 °F. Provide three ties to each wire at each terminal point starting 3" from terminal and spaced 3" apart and three ties to each wire in boxes where splices or taps are made with special tool or pliers, and cut off excess.

### 3.07 SLEEVES, INSERTS, AND SUPPORTS

- A. Furnish and install all inserts, conduit hangers, anchors and steel supports necessary for the support and installation of all electrical equipment.
- B. Where openings are required in walls and floors for the passing of raceways, such openings shall be by the Electrical Contractor in such a manner so as not to interfere with the fireproof integrity of the building.
- C. The Electrical Contractor is responsible for the location of - and maintaining the proper position of sleeves - inserts and anchor bolts supplied and/or set in place. In the event that failure to do so requires cutting and patching of finished work, such work shall be done by the General Contractor at the Electrical Contractor's expense.

### 3.08 SUPPORTS AND ATTACHMENTS

- A. Boxes and pendants for surface-mounted fixtures shall be supported in an approved manner. Boxes and supports shall be fastened with bolts and expansion shields on concrete or brick, with toggle bolts on hollow masonry units, with machine screws on steel work with locknuts. Threaded studs shall be provided with lock-washers and nuts.

### 3.09 QUIET OPERATION

- A. All equipment and material furnished by the Electrical Contractor shall operate under all conditions of load without objectionable noises or vibrations, which, in the opinion of the Engineer, is objectionable. Where sound or vibration conditions arise which are considered objectionable by the Engineer, the Electrical Contractor shall eliminate same in a manner approved by the Engineer.

### 3.10 TESTING, INSPECTION AND CLEANING

- A. Furnish all labor, material, instruments, supplies, and services and bear all costs for the accomplishment of tests herein specified. Correct all defects appearing under test. Repeat the tests until no defects are disclosed. Leave the equipment clean and ready for use.
- B. The Electrical Contractor shall perform any test other than herein specified which may be specified by legal authorities or by agencies to whose requirements this work is to conform.
- C. Prior to test, feeders and branches shall be continuous from service contact point to each outlet; all panels, feeders, and devices connected and fuses in place. Test system free from short circuits and grounds with insulation resistances not less than outlines in the National Electrical Code. Provide testing equipment necessary and conduct test in presence of the Owner's authorized representative.
- D. Test and inspect work provided under this Section as required by Contract Documents, codes, standards and authorities that have jurisdiction, to satisfaction of Engineer. Notify Engineer and authorities at least 48 hours before testing or inspection. Do not cover work before testing or inspection.
- E. Furnish Engineer with certificates of testing and inspection for electrical systems, indicating approval of authorities that have jurisdiction and conformance with requirements of Contract Documents.
- F. Test wiring and connections for continuity and grounds before fixtures are connected; demonstrate insulation resistance by megger test as required. Insulation resistance between conductors and grounds for secondary distributions systems shall meet NEC requirements.
- G. Verify and correct as necessary: voltages, tap settings, trip settings and phasing on equipment from secondary distribution system to points of use. Test secondary voltages at bus in main switchboard, at panelboards, and at other locations on distribution systems as necessary. Test secondary voltages under no-load and full-load conditions.

- H. Provide necessary testing equipment and testing.
- I. Failure or defects in workmanship or materials revealed by tests or inspection shall be corrected promptly and retested. Replace defective material.
- J. Clean switchboard, panels and other equipment. Panelboard interiors shall be cleaned and vacuumed. Equipment with damage to painted finish shall be repaired to Architect's satisfaction.
- K. Equipment
  - 1. After completion of project, clean the exterior surface of equipment included in this section, including concrete residue.
- L. The electrical contractor shall provide complete certification of completion for the fire alarm system prior to final inspection and testing.
- M. The final inspection and test shall include the following:
  - 1. Testing of the fire alarm system.

END OF SECTION