

PROJECT MANUAL

ROBBINS LIBRARY
EXTERIOR ENVELOPE REPAIRS
ARLINGTON, MASSACHUSETTS

TOWN OF ARLINGTON

Bid No. 18-16

Bid Documents

July 5, 2018

CBI Consulting, LLC

A Vidaris Company

250 Dorchester Avenue

Boston, Massachusetts 02127

Tel (617) 268-8977

Fax (617) 464-2971

CBI JOB NUMBER: 17152

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**REQUEST FOR PROPOSAL
(RFP)**

Sealed Proposals for construction of:

Robbins Library
Exterior Envelope Repairs – Bid No. 18-16
Arlington, MA.

in accordance with RFP Documents prepared by:

CBI Consulting LLC, A Vidaris Company
250 Dorchester Avenue
Boston, MA 02127

hereinafter called the Architect, will be received by:

Town of Arlington
acting by and thorough its
Town Manager: Mr. Adam Chapdelaine

hereinafter called the "Awarding Authority", or "Owner" at:

Purchasing Department
Town Hall Annex
730 Massachusetts Ave.
Arlington, MA 02476
Attention: Town Manager Mr. Adam Chapdelaine

Proposals shall be received by the Awarding Authority at the address listed above, no later than

2:00 PM, local legal time, July 19, 2018.

at which times and place they will be publicly opened and forthwith read aloud. Any proposal received after the time and date specified will not be considered.

A BID DEPOSIT IN THE FORM OF CASH, CERTIFIED CHECK, OR TREASURER'S CHECK, shall accompany every bid. The amount of such bid deposit shall be FIVE PERCENT (5%) of the value of the bid.

The Awarding Authority will reject proposals when required to do so by the applicable Massachusetts General Laws. In addition, the Awarding Authority reserves the right to waive any informalities in RFP solicitation process and to reject any and all Proposals if it deems to be in the public interest to do so. Also, the Awarding Authority reserves the right to reject any proposal if it determines that such proposal does not represent the proposal of a person or firm competent to perform the work as specified, or if less than three proposals are received, or if proposed prices are not acceptable without further competition.

Wages and contributions to be paid employees on the Project shall not be less than those established by a schedule issued by the Commissioner of the Department of Labor and Workforce Development of the Commonwealth of Massachusetts, in accordance with MGL c.149, §§ 26 to 27H inclusive, a copy of which is included in the Contract Documents, and shall be made a part of the Contract.

RFP Documents in PDF format may be obtained by each Proposer from Town's Purchasing Dept. website at: <http://www.arlingtonma.gov/departments/purchasing>. Additionally, one set of RFP Documents may be obtained by each Proposer from the office of the Architect during normal business hours (9:00 AM to 5:00 PM) Monday through Friday, beginning after 10:00 AM on July 5, 2018 on payment of check or money order for **\$30.00** per set, payable to the **Town of Arlington**. Deposit will be refunded upon return of complete sets of Contract Documents in good condition within fourteen (14) days after opening of the Proposals. Otherwise, the deposit will be retained by the Awarding Authority. Proposers requesting RFP

Documents to be mailed shall include an additional separate non-refundable check of \$35 (\$45 international) for each set, payable to CBL Consulting LLC. for packaging and handling.

RFP Documents may also be examined during regular office hours at the Architect's office free of charge.

The Awarding Authority is exempt from sales and federal excise tax to the extent permitted under law; Proposers should not include such taxes in figuring or in references to any Proposal.

A Pre-Proposal site visit will be held by the Awarding Authority at 9:00 AM, local legal time, on July 11, 2018 at the Robbins Library, 700 Massachusetts Avenue, MA 02476. All Proposers are invited to attend.

By-law of the Town of Arlington, Title 1, Article 16, Minority/Woman Workforce Participation in Construction Projects which exceed \$200,000.00 is part and parcel of the bid.

Commonwealth of Massachusetts General Laws are incorporated herein by reference. Any inconsistency between the RFP, Instructions to Proposers, Proposal Forms, Conditions of the Contract, and any other RFP Documents and these statutes, or any other applicable statutes, bylaws, or regulations existing on the date on which the Proposals are to be received, shall not be grounds for invalidating the proposal solicitation procedures, but, where required by law, such statute, bylaw, or regulation shall be deemed to govern.

**TOWN OF ARLINGTON
acting through and by its
TOWN MANAGER**

INSTRUCTIONS TO PROPOSERS

1.00 COMPLEMENTARY DOCUMENT

- A. Request for Proposal, included herewith, is complementary to this document and shall be carefully reviewed by Proposers for specific instructions which are not repeated herein.

2.00 STATUTES REGULATING COMPETITIVE PROPOSAL SOLICITATION

- A. Proposal solicitation procedures and award of contract shall be in accordance with the General Laws of the Commonwealth of Massachusetts, including all current amendments.
- B. In the event of any discrepancy or inconsistency between the provisions of these Instructions to Proposers and RFP Documents and the above-mentioned statutes, the provisions of the above-mentioned statutes shall govern. In such event, the application of all remaining provisions not in conflict to any circumstance other than that in which the conflict occurs shall not be affected thereby.

3.00 PROPOSER'S QUALIFICATIONS

- A. No individual or firm may submit a Proposal unless it includes, in the Proposal Form, a list of at least **Three** (3) references of similar projects completed in the last **Five** (5) years.
- B. The Awarding Authority will reject Proposals when required to do so by the above-referenced General Laws. In addition, the Awarding Authority reserves the right to waive any informalities in proposal solicitation and to reject any and all Proposals if it deems to be in the public interest to do so. Also, the Awarding Authority reserves the right to reject any Proposal if it determines that such Proposal does not represent the Proposal of a person or firm competent to perform the work as specified, or if less than three Proposals are received, or if proposed prices are not acceptable without further competition.

4.00 INTERPRETATION OF DOCUMENTS: NOTIFICATION OF ERRORS

- A. Interpretation of the provisions of the RFP Documents will be made by the Architect upon written request of any Proposer, provided that such request is received by the Architect at least seven (7) days prior to date of applicable proposal opening, and that the Architect considers such interpretation to be of sufficient importance. Oral or telephone interpretations will not generally be made, and if made, shall be strictly informal and not legally valid or binding.
- B. Architect's interpretations shall be in the form of Addenda to the RFP Documents.
- C. Proposers are urged to communicate all errors or discrepancies found in the RFP Documents to the Architect. Telephone calls pointing out any such errors or discrepancies will be taken by the Architect, but only for the purpose of receiving the information in order that it may be properly processed, and not for interpretation or clarification.

5.00 EXAMINATION OF RFP DOCUMENTS AND SITE

- A. Each Proposer shall carefully examine the RFP Documents to obtain a thorough understanding of the work of his Proposal in addition to work of related trades. In addition, each Proposer shall personally visit the site to become thoroughly acquainted with the conditions as they exist thereon.

- B. Failure of any Proposer to thoroughly examine the RFP Documents or to visit and examine the site shall in no way relieve the Proposer of any obligation with respect to his Proposal or of any responsibility assigned the Proposer under the Contract.

6.00 PRE-PROPOSAL SITE VISIT

- A. Pre-Proposal site visit will be held at location and time stipulated in the Request for Proposal.

7.00 MODIFICATION AND WITHDRAWAL OF PROPOSALS

- A. Modifications of Proposals will be permitted after submission of such Proposals provided clearly written, readily understandable instructions for same are received by the Awarding Authority in writing prior to time established for opening of such Proposals.
- B. No Proposal may be withdrawn for a period of **30** days, excluding Saturdays, Sundays and legal holidays, after actual date of the Proposal opening.

8.00 ADDENDA

- A. Addenda may be required during the proposal solicitation period to modify, clarify, or interpret the RFP Documents. It is intended, but not guaranteed, that such Addenda shall be posted on Town's web site or e-mailed by the Architect to all persons or parties to whom RFP Documents have been issued (Proposers of Record). Failure to receive such Addenda shall in no way relieve any Proposer from the execution of its provisions. All Proposers are cautioned to verify the number of Addenda that have been issued and to secure any needed copies from the Architect before submitting a Proposal.

9.00 PROPOSAL FORM

- A. The Awarding Authority will make available to every person applying therefor, a Proposal Form. Each bona fide Proposer will be furnished a form for his proposal upon request. Such form will be made available at the Office of the Architect during regular office hours throughout the proposal solicitation period. Proposals must be submitted on the form provided by the Awarding Authority or on form included in the RFP documents of the Project Manual.
- B. All blank spaces provided on the Proposal Form shall be filled in with ink or typewritten. Where space is provided, sums shall be expressed in both words and figures. In case of discrepancy between the two, the written words shall govern.
- C. No interlineations, additions, alterations, or erasures shall be made on the forms.
- D. The Awarding Authority is exempt from sales and federal excise tax to the extent permitted under law; Proposers should not include such taxes in figuring or in references to any Proposal.

10.01 UNIT PRICES

- A. Unit prices are included in this bid. Refer to Specification Section 01 22 00 – UNIT PRICES a list of unit price items.

10.02 ALTERNATES

- A. Deduct Alternates are included in this bid. Refer to Specification Section 01 23 00 – ALTERNATES for a list of deduct alternates items.

11.00 SUBMISSION OF PROPOSALS

- A. The **Proposal Form** shall be properly executed and enclosed in a sealed envelope. Sealed envelope shall be plainly marked on the outside with the following information:

PROPOSAL FOR: **Robbins Library**
Exterior Envelope Repairs - Bid No. 18-16
Arlington,
MA.

SUBMITTED BY: _____
(Name of Proposer)

(Address of
Proposer)

- B. If a Proposal is mailed, the above-required envelope shall be enclosed in a second envelope identified with the above markings and mailed to the place of Proposal opening, as stipulated in the Request for Proposal. Mailed Proposals must be received before time scheduled for opening of Proposals.

12.00 BONDS

A Performance Bond in the amount of 100% of the total dollar award is required.
A Payment Bond in the amount of 100% of the total dollar award is required.

13.00 FOREIGN CORPORATIONS

- A. The attention of Proposers is called to the General Laws, Chapter 30, Section 39L, as amended by The Acts of 1967, Chapter 3, under which the Awarding Authority may not enter into a contract with a foreign corporation (a corporation not organized under the Laws of Massachusetts), nor approve a foreign corporation as a contractor, unless the foreign corporation has filed with the Awarding Authority a certificate by the State Secretary stating that the foreign corporation has complied with General Laws, Chapter 181, Sections 3 and 5, and stating the date of such compliance.

14.00 AWARD OF CONTRACT

- A. The Contract will be awarded to the lowest responsible, competent and eligible Proposer except in the event of substitution as provided under Chapter 149, Sections 44E and 44F of the above-referenced General Laws.

15.00 COMMENCEMENT AND COMPLETION OF WORK

- A. The successful Proposer, upon execution of the Contract Agreement, which may constitute as Notice to Proceed unless specifically indicated by Awarding Authority otherwise, shall commence the work of the Contract within seven (7) calendar days. Thereafter the Contractor shall diligently and continuously carry on the work in such manner as to substantially complete the work of on or before the date as stipulated in Division 01 Section "Town of Arlington General Contract".

16.00 LIQUIDATED DAMAGES

- A. Liquidated damages for not completing the work within the time limit specified above

will be assessed by the Owner. Liquidated damages will be in the amount as stipulated in "Town of Arlington General Contract". The liquidated damages amount per calendar day is a minimum damage figure to compensate the Owner for administrative costs and loss or delay of its use of the project, and for added Owner's Project Manager, Architect and consultant fees, and does not limit in any way the liability of the Contractor for damages in excess of the specified liquidated damages amount for other damages, in particular, damages for breach of Contract. It is expressly understood that such liquidated damages do not constitute a penalty.

**END OF
DOCUMENT**

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PROPOSAL FORM

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to furnish all labor and materials required for the construction of

Robbins Library
Exterior Envelope Repairs - Bid No. 18-16
 Arlington, MA

in accordance with accompanying Plans and Specifications prepared by the Architect

CBI Consulting LLC, A Vidaris Company
 250 Dorchester Avenue
 Boston, MA 02127

for the Contract Price specified below, subject to additions and deductions according to the terms of the Specifications.

B. This Proposal includes Addenda numbered: _____.

C. The proposed Contract Price is:

_____ Dollars.

(\$ _____).

D. UNIT PRICES

#	DESCRIPTION OF WORK	UNIT	BASE BID QUANTITY	ADD / DEDUCT PRICE (Insert only one number)
1.	Cut and point existing sandstone (1890's building) field stone, water table & entablature mortar joints including horizontal bed joints and vertical head joints.	LF	750	\$ _____
2.	Cut and point existing sandstone (1890's building) window trim, moulding, column pilasters and column capitol mortar joints including horizontal bed joints and vertical running.	LF	200	\$ _____
3.	Cut and point existing ornate sandstone (1890's building) cornice, soffit, dentils, brackets and pediment mortar joint features including horizontal bed joints and vertical joints.	LF	375	\$ _____
4.	Route and clean existing cracks in any sandstone (1890's building) detail or element, and fill cracks with injection restoration repair mortar.	LF	50	\$ _____

5.	Replace glass at existing half round aluminum storm windows on the 1890's Library building.	EA	6	\$ _____
6.	Cut and point existing architectural cast stone (1930's building) field stone mortar joints including horizontal bed joints and vertical head joints.	LF	180	\$ _____
7.	Cut and point existing architectural cast stone (1930's building) window trim, moulding, column pilasters and column capitol mortar joints including horizontal bed joints and vertical running joints.	LF	100	\$ _____
8.	Cut and point existing ornate architectural cast stone (1930's building) cornice and soffit mortar joint features including horizontal bed joints and vertical joints. Apply new mortar with a beaded profile joint to match existing.	LF	120	\$ _____
9.	Route and clean existing cracks in any architectural cast stone (1930's building) detail or element, and fill cracks with injection restoration repair mortar.	LF	25	\$ _____
10.	Remove and dispose of existing architectural cast stone window heads.	EA	2	\$ _____

D. ALTERNATES

#	DESCRIPTION OF WORK	SUBTRACT
1.	For Deduct Alternate No. 1 – Eliminate all work associated to reseal the existing aluminum spandrel panels for the 1990's building.	\$ _____
2.	Deduct Alternate No. 2 – Eliminate all work associated with 25 lf architectural cast stone crack repair for the 1930's building.	\$ _____
3.	Deduct Alternate No. 3 – Eliminate all work associated to repair stair at the 1930's building.	\$ _____
4.	Deduct Alternate No. 4 – Eliminate all work associated with 50 lf of sandstone crack repair for the 1890's building.	\$ _____
5.	Deduct Alternate No. 5 – Eliminate all work to replace existing joints of the exterior granite stone stairs, with concrete landing at main entrance of the 1890's library building.	\$ _____
6.	Deduct Alternate No. 6 – Eliminate all work associated with replacing two (2) architectural cast stone window heads.	\$ _____

E. The undersigned offers the following information as evidence of his qualifications to perform the work as proposed upon according to all the requirements of the Contract Documents:

1. Have been in business under present business name for _____ years.
2. Ever failed to complete any work awarded? _____.
3. List **three** (3) separate Owner references for projects completed in the past **five** (5) years on which you served as contractor for work of similar character as required for this project:

<u>Project</u>	<u>Owner Ref. Name</u>	<u>Telephone No.</u>	<u>Amount of Contract</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
4. Bank Reference: _____.

E. **The undersigned hereby certifies, under the pains and penalties of perjury, that he has carefully examined the Contract Documents, established a thorough understanding of the existing conditions, and has obtained sufficient information for executing the work of his Proposal and the work of all related trades.**

F. The undersigned agrees that, if selected as Contractor, he will within five (5) days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Awarding Authority, execute the Contract in accordance with the terms of this Proposal.

G. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with Owner's separate contractor(s) and all other elements of labor employed or to be employed on the work and that he/she will comply fully with all laws and regulations applicable to awards made subject to MGL c.149, § 44A.

H. The undersigned Proposer hereby certifies, under the pains and penalties of perjury, the foregoing Proposal is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned Proposer agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result if (1) the failure of the said Proposal to be based upon the payment of the said applicable prevailing wages rates or (2) the failure of the Proposer, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

I. The undersigned hereby certifies that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the **OSHA** that 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.

J. **The undersigned further certifies under the penalties of perjury that this Proposal 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.

- K. 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 29F of Chapter 29, or any other applicable debarment provisions of any chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: _____
(Name of Proposer)

Signed: _____

(Seal)

By: _____
(Print Name and Title of Person Signing Proposal)

(Business Address)

(City and State)

(Business Telephone Number)

TOWN OF ARLINGTON

GENERAL CONTRACT

THE TOWN OF ARLINGTON, a municipal corporation of the Commonwealth of Massachusetts, acting through its Town Manager, and

(The Contractor) hereby mutually agree as follows:

ARTICLE I - THE CONTRACT DOCUMENTS

The Contract Documents, as defined in the CONSOLIDATED GENERAL CONDITIONS and SUPPLEMENTAL STATUTORY CONDITIONS, including said CONSOLIDATED GENERAL CONDITIONS and SUPPLEMENTAL STATUTORY CONDITIONS are hereby incorporated by reference and made a part hereof, and shall include Addenda and Alternates, if any.

ARTICLE II - GENERAL DESCRIPTION OF THE WORK

The Contractor shall furnish all of the materials and perform all of the Work required by the Contract Documents entitled _____ dated _____ prepared by [_____], acting as, and in these Contract Documents entitled, the Architect.

ARTICLE III - COMMENCEMENT AND COMPLETION OF WORK AND LIQUIDATED DAMAGES

It is agreed that time is of the essence of this Contract.

The Contractor shall commence work only upon the execution of this Contract by the Town of Arlington by its Town Manager, the certification of the availability of the appropriation by the Town Comptroller, approval as to form by the Town Counsel, and upon issuance of a Notice to Proceed, and shall bring the Work to Substantial Completion by [DATE], and to Final Completion within 15 calendar days thereafter. Liquidated damages in the amount of [\$___] per calendar day will be applicable after the date of Substantial Completion for which the project is not substantially complete, and for each day after the date of Final Completion for which the project is not finally complete, and otherwise in accordance with the provisions of the CONSOLIDATED GENERAL CONDITIONS and SUPPLEMENTAL STATUTORY CONDITIONS. The liquidated damages amount per calendar day is a minimum damage figure to compensate the Owner for administrative costs and loss or delay of its use of the building and site, and does not limit in any way the liability of the Contractor for damages in excess of the specified liquidated damages amount for other damages, for example, damages for breach of Contract, and added architect and consultant fees. It is expressly understood that such liquidated

damages do not constitute a penalty. All work shall be phased (if applicable) in accordance with the Contract Documents.

NOTE: NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE TIME OF COMMENCEMENT SHALL ONLY BE BY WRITTEN NOTICE TO PROCEED WITH THE WORK AS DATED AND ISSUED TO THE CONTRACTOR BY THE TOWN OF ARLINGTON. NOTICE TO PROCEED MAY BE GIVEN ANYTIME AFTER THE AWARD OF THE CONTRACT, BUT NOT LATER THAN 14 DAYS AFTER THE EXECUTION OF THE CONTRACT.

ARTICLE IV - COMPENSATION TO BE PAID BY TOWN

The Town shall pay and the Contractor shall accept, as full compensation for everything furnished, done by or resulting to the Contractor in carrying out this Contract, subject to additions and deductions in the Contract Documents in the sum of:

ARTICLE V - AVAILABILITY OF APPROPRIATION

This Contract is subject to an appropriation being available therefor.

This Contract is executed by the Town of Arlington and by the Contractor as of this _____ day of _____, 2004.

TOWN OF ARLINGTON

BY: _____
Town Manager

Approved as to Availability
of Appropriation

Town Comptroller

CONTRACTOR:

(Name)

(Address)

Approved as to Form:

BY: _____
(Name)

Town Counsel

(Title)

(Affix Corporate Seal Here)

CONSOLIDATED GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), the Consolidated General Conditions of the Contract for Construction, the Supplemental Statutory Conditions, Drawings, Specifications, including all numbered sections, Addenda issued prior to execution of the Contract, Instructions to Bidders and Proposal, other documents listed in the Agreement and within the Building Requirements, Contract Forms and Conditions of the Contract (as set out in the Project Manual for the Arlington Highland Fire Station Renovation & Central Station Envelope Repair), and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of addenda relating to bidding requirements).

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

Highest Priority:	Modifications
Second Priority:	Agreement
Third Priority:	Addenda--later date to take precedence
Fourth Priority:	Supplemental Statutory Conditions
Fifth Priority:	Specifications and Drawings
Sixth Priority:	Consolidated General Conditions
Seventh Priority:	Instructions to Bidders and Proposal

Any references throughout the contract documents (or any other project documents) to "General Conditions" or "Supplementary General Conditions" are deleted and "Consolidated General Conditions and Supplemental Statutory Conditions" is substituted therefor. All bidders and sub-bidders take note that the Town has consolidated and modified former versions of the standard form AIA Document A210 General Conditions of the Contract for Construction with the Town's desired Supplementary General Conditions into one document. The Supplemental Statutory Conditions remain intact and separate, and form a part of the Contract Documents.

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. Except as provided in Paragraph 3.18, nothing contained in the Contract Documents shall be construed to create any contractual relationship (1) between the Architect and the Contractor, (2) between the Owner or the Architect and a Subcontractor or Sub-subcontractor, (3) between the Owner and the Architect, or (4) between any persons or entities other than the Owner and the Contractor. The Contract Documents shall comply with the requirements of Mass. Gen. Laws Chapter 44, Section 31C.

1.1.3 THE WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, 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, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.7 THE PROJECT MANUAL

The Project Manual is the volume usually assembled for the work which may include the bidding requirements, sample forms, Consolidated General Conditions of the Contract and Specifications.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. A copy of the signed set shall be deposited with the Architect. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. By executing the Contract, the Contractor also certifies, under penalties of perjury, that to the best of his information, knowledge and belief he has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

1.2.3 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 intended results. All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

1.2.4 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.

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

1.2.6 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revisions prior to the date of receiving bids, except where otherwise indicated.

1.2.7 Where no explicit quality or standards for materials or workmanship are established for Work, such Work or materials is to be of good, workmanlike quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

1.2.8 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

1.2.9 The Mechanical, Electrical and Fire Protection Drawings are diagrammatic only, and are not intended to show the alignment, physical locations or configurations of such Work.

Such Work shall be installed without additional cost to the Owner to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to beginning such Work, the Contractor shall prepare coordination drawings showing the exact alignment, physical location and configuration of the Mechanical, Electrical and Fire Protection installations and demonstrating to the Contractor's satisfaction that the installations will comply with the preceding sentence.

1.2.10 Exact locations of fixtures and outlets shall be obtained from the Architect as provided in Subparagraph 3.2.5 before the Work is roughed in; Work installed without such information from the Architect shall be relocated at the Contractor's expense.

1.2.11 Test boring or soil test information included with the Contract Documents or otherwise made available to the Contractor was obtained by the Owner for use by the Architect in the design of the Project or Work. The Owner does not hold out such information to the Contractor as an accurate or approximate indication of subsurface conditions, and no claim for extra cost or extension of time resulting from a reliance by the Contractor on such information shall be allowed except as provided in Subparagraph 4.3.6.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated, and except as provided in the Owner/Architect Agreement for the Project, the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

Notwithstanding anything herein to the contrary, as between the Owner and Architect, their rights and obligations with respect to the Architect's instruments of service are governed by the provisions of the Owner/Architect Agreement for the Project.

1.4 CAPITALIZATION

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

1.5 INTERPRETATION

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

ARTICLE 2

OWNER

2.1 DEFINITIONS

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. From time to time herein the Owner is referred to as the Town.

2.1.2 The Project Manager is the person or entity identified as such in writing by the Owner, at the Owner's option. The Project Manager shall act as the Owner's representative with respect to all matters pertaining to the Project. The duties, responsibilities, and obligations of the Project Manager under this Contract may be modified from time to time by the Town, so long as such modifications do not interfere materially with the Contractor's performance of the Work hereunder, and so long as the Contractor is given notice of any such modifications that affect the Contractor's performance of the Work.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner upon reasonable written request shall furnish to the Contractor in writing information which is 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 at the time of execution of the Agreement.

2.2.2 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.

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

2.2.4 Information or services required of the Owner hereunder shall be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information or services.

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

2.2.6 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed by the Project Manager, may order 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.

2.3.2 The Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the Owner; provided however, that if there is a suspension, delay or interruption ordered by the Owner for fifteen days or more or due to a failure of the Owner to act within the time specified in this Contract, the Owner shall make an adjustment in the Contract Sum for any increase in the cost of performance of this Contract, but shall not include any profit to the Contractor on such increase; and provided further, that the Owner shall not make any adjustment in the Contract Sum under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract Sum under any other contract provisions.

2.3.3 The Contractor must submit the amount of a claim under Subparagraph 2.3.2 to the Owner in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than 21 days after the end thereof. Except for costs due to a suspension order, the Owner shall not approve any costs in the claim incurred more than twenty days before the Contractor notified the Owner in writing of the act or failure to act involved in the claim.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3

CONTRACTOR

3.1 DEFINITION

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Before starting the Work, and at frequent intervals during the progress thereof, the Contractor shall carefully study and compare the Contract Documents with each other and with any information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to the Architect any error, inconsistency or omission the Contractor may discover. Any necessary change shall be ordered as provided in Article 7, subject to the requirements of Paragraph 1.2 and other provisions of the Contract Documents. If the Contractor proceeds with the Work without such notice to the Architect, having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents the Contractor could have discovered such, the Contractor shall bear all costs arising therefrom.

3.2.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once. Any necessary change shall be ordered as provided in Article 7, subject to the requirements of Paragraph 1.2 and other provisions of the Contract Documents. If the Contractor proceeds with the Work without such notice to the Architect, having discovered such errors, inconsistencies or omissions, the Contractor shall bear all costs arising therefrom.

3.2.3 The Contractor shall perform the Work in accordance with the Contract Documents and any submittals made in accordance with Paragraph 3.12.

3.2.4 The Contractor shall give the Architect timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work.

3.2.5 The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional drawings or instructions from the Architect as provided in Subparagraph 3.2.4. If the Contractor proceeds with such Work without obtaining further Drawings, Specifications or instructions, the Contractor shall correct Work incorrectly done at the Contractor's own expense.

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. Where the Contract Documents refer to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the Contractor shall be such as to produce at least the quality of work implied by the operations described, but the actual determination of whether or not the described operations may be safely and suitably employed on the Work shall be the responsibility of the Contractor, who shall notify the Architect in writing of the actual means, methods, techniques, sequences or procedures which will be employed on the Work, if these differ from those mentioned in the Contract Documents. All loss, damage, liability, or cost of correcting defective work arising from the employment of any construction means, methods, techniques, sequences or procedures shall be borne by the Contractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Contract Documents, unless the Contractor has given timely notice to the Owner and Architect in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and the Owner has then instructed the Contractor in writing to proceed at the Owner's risk.

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 performing portions of the Work under a contract with the Contractor.

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

3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract 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. The word “provide” shall mean furnish and install completely, including connections, unless otherwise specified.

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

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor’s warranty excludes remedy for damage or defect occurring after Substantial Completion and caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

3.5.2 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Architect may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Architect, would lead to a reasonable certainty that any material used, or proposed to be used in the Work, meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor’s expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor’s expense.

3.5.3 If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect in writing of the nature of such deviations at the time the material is submitted for approval, and shall request written approval of the deviation from the requirements of the Contract Documents, in accordance with the procedures set forth in Mass. Gen. Laws Chapter 30, Section 39I.

3.5.4 In requesting approval of deviations or substitutions, the Contractor shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or

deviation meets or exceeds the requirements set forth in Mass. Gen. Laws Chapter 30, Section 39M(b). If, in the opinion of the Architect, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation.

3.5.5 The Contract Documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. The Architect shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Architect will not approve as equal to materials specified proposed substitutes which, in the Architect's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.

3.5.6 Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect.

3.5.7 The warranty provided in this paragraph 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

3.5.8 The Contractor shall procure and deliver to the Architect, no later than the date claimed by the Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranties shall be performed in accordance with their terms and conditions.

3.6 TAXES

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

3.7 PERMITS, FEES AND NOTICES

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

negotiations concluded. Notwithstanding the foregoing, the Town hereby waives the fee for the Town's building permit for the Project.

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

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

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

3.8 ALLOWANCES

3.8.1-3.8.2 OMITTED.

3.9 SUPERINTENDENCE

3.9.1 The Contractor shall employ a competent superintendent, acceptable to the Owner, and necessary assistants who shall be in attendance at the Project site full time during the progress of the Work until the date of Substantial Completion, and for such additional time thereafter as the Architect may determine to be necessary for the expeditious completion of the Work. The superintendent shall be licensed to act as superintendent in accordance with all applicable laws for projects of this type. The Contractor shall remove the superintendent if requested to do so in writing by the Owner, and shall promptly replace him with a competent person reasonably acceptable to the Owner. 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 shall retain a competent Registered Professional Engineer or Registered Land Surveyor, acceptable to the Architect, who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated Work such as, but not limited to, roads, utilities and site grading. The Engineer or Land Surveyor shall certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

3.9.3 The Contractor shall establish the building grades, lines, levels, column, wall and partition lines required by the various Subcontractors in laying out their Work.

3.9.4 The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that

no trade, at any time, causes delay to the general progress of the Work. If such delays occur, the Owner may deduct anticipated liquidated damages from the Progress Payments to the Contractor. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of Work and the storage of materials.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor shall prepare and submit to the Architect a progress schedule, and shall comply with such schedule, as described in Subparagraphs 8.2.4 through 8.2.8.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of this Paragraph 3.12 and Paragraph 4.2.

3.12.5 The Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness, in accordance with the Contractor's progress schedule approved by the Architect, and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

3.12.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the Architect. Such Work shall be in accordance with reviewed and approved submittals.

3.12.7 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor thereby represents that the Contractor has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples, and similar submittals the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

3.12.8 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific 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 review 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. Unless such notice has been given, the Architect's review of a resubmitted Shop Drawing, Product Data, Sample, or similar submittal shall not constitute acceptance of any changes not requested on the prior submittal.

3.12.10 Informational submittals upon which the Architect is not expected to take responsible action may be so identified in the Contract Documents.

3.12.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon such certifications, and neither the Owner nor the Architect shall be expected to make any independent examination with respect thereto.

3.12.12 The Architect will not check dimensions or quantities on any Shop Drawings and will not assume any responsibility for any errors in dimensions or quantities on Shop Drawings.

3.13 USE OF SITE

3.13.1 The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times in the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confine the Contractor's apparatus, the storage of materials and the

operations of the Contractor's workers to limits indicated by law, ordinances, the Contract Documents and permits and/or directions of the Architect, and shall not unreasonably encumber the premises with the Contractor's materials. The Owner shall not be liable to the Contractor, the Subcontractors, their employees or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of the Owner.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor and its Subcontractors shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly, all to be performed in accordance with the requirements of 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1 The Contractor daily shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall completely clean the premises. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed and buffed. Woodwork shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the Contractor at the Contractor's expense.

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

3.15.3 The provisions of paragraphs 3.15.1 and 3.15.2 shall apply equally to all subcontractors at the project insofar as each subcontractor's work is concerned.

3.16 ACCESS TO WORK

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

3.17 ROYALTIES AND PATENTS

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

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law, 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 expense, 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) including loss of use resulting therefrom, caused in whole or in part by 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 which would otherwise exist as to a party or person described in this Paragraph 3.18.

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

3.18.3 The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications, or (2) directions or instructions given by the Architect, the Architect's consultants, and agents or employees of any of them.

3.19 COVENANT NOT TO SUE

3.19.1 In consideration of the Contractor's undertaking to indemnify and hold harmless the Architect, the Architect's consultants and agents or employees of any of them, in accordance with Paragraph 3.18, agree that the Architect will not bring any civil suit, action or other proceeding in law, equity or arbitration against the Contractor, or the officers, employees, agents and servants of the Contractor, for or on account of any action which the Architect may have arising out of or in any manner connected with the Work, except to enforce the provisions of

Paragraph 3.18 and this Paragraph 3.19; and the Contractor, or any successor, assign or subrogee of the Contractor, agrees not to bring any civil suit, action or other proceeding in law, equity or arbitration against the Architect, or the officers, employees, agents and servants of the Architect, for the enforcement of any action which the Contractor may have arising out of or in any manner connected with the Work.

3.20 RECORD KEEPING REQUIREMENTS

3.20.1 The Contractor shall comply with all applicable requirements of Mass. Gen. Laws Chapter 30, Section 39R.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

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

4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld. To the extent inconsistent herewith, the rights and responsibilities of the Architect shall be governed by the Owner/Architect Agreement for the Project.

4.1.3 In case of termination of employment of the Architect, the Owner shall appoint an architect whose status under the Contract Documents shall be that of the former architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The Architect will visit the site at least once per week during periods of active construction. The Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed

of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.2.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Project Manager. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers generally shall be through the Contractor, although the Owner and Project Manager may have direct communications with subcontractors and suppliers intended to facilitate or expedite construction. Communications by and with separate contractors shall be through the Owner.

As to any written communications between two of the three of the Owner, Architect, and Contractor, a concurrent copy shall be sent to the third.

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

4.2.6 In accordance with generally accepted standards of professional practice the Architect will review, approve, and take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents. The Architect's action will be taken with reasonable promptness, while allowing sufficient time in the Architect's professional judgment to permit adequate review, and in any event shall take no longer than the time permitted by law. 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 obligations set forth in Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods,

techniques, sequences or procedures. The Architect's action with respect to any specific item shall not indicate approval of an assembly of which the item is a component.

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

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

4.2.9 If the Owner and Architect agree in writing, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents. If no such exhibit has been so incorporated, the duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in the edition of AIA Document B352 current as of the date of the Agreement.

4.2.10 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 with reasonable promptness and within any time limits agreed upon. The Architect may, as the Architect judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work; such drawings or instructions may be effected by field order or other notice to the Contractor, and provided such drawings or instructions are reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or instructions without additional cost or extension of the Contract Time. If the Contractor claims additional cost or time on account of such additional drawings or instructions, the Contractor shall give the notice provided in Subparagraph 4.3.7.

4.2.11 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 the Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

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

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" includes Change

Order requests by the Contractor as well as other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.2 Decision of Architect. Claims arising prior to final payment or the earlier termination of the Contract shall be referred initially to the Architect for action as provided in Paragraph 4.4. Action by the Architect, as provided in Paragraph 4.4, shall be required as a condition precedent to arbitration of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due. Action by the Architect in response to a Claim shall not be a condition precedent to arbitration in the event (1) the position of Architect is vacant; (2) the Architect has failed to take action as required under Subparagraph 4.4.1 within 15 days after the Claim is made; (3) the Architect has failed to take action required under Subparagraph 4.4.4 within 30 days after the Claim is made, unless the Architect has notified the parties in writing of the reasons why action could not be taken within 30 days, and of the date by which action will be taken; or (4) the Claim relates to a mechanic's lien.

4.3.3 Time Limits on Claim. Claims by either party must be made within 35 days after occurrence of the event giving rise to such Claim or within 35 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. Any change or addition to a previously made Claim shall be made by timely written notice in accordance with this Subparagraph 4.3.3.

4.3.4 Continuing Contract Performance. Pending final resolution of a Claim including arbitration, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.5 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

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

Any Claim which has not been waived in accordance with this Subparagraph shall be deemed to have accrued upon discovery by the Owner of the condition or breach upon which such Claim is based, for the purpose of any applicable statute of limitation.

4.3.6 Claims for Differing Subsurface or Latent Physical Conditions. If, during the progress of the Work, the Contractor or the Owner discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, either the Contractor or the Owner may request

an equitable adjustment in the Contract Sum applying to Work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Owner shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work, the Owner shall make an equitable adjustment in the Contract Sum and the Contract shall be modified in writing accordingly.

4.3.6.1 Should conditions encountered below the surface of the ground require that footings, foundations or other parts of the building or other structure be raised, lowered or changed, or if additional depth of excavation below the levels shown on the Drawings is required in order to provide proper bearing for the building or other structure or for any permanent utilities on the site or for permanent grading or other permanent site work, any change in the amount of excavation, dewatering, sheeting, protection, rock excavation, backfill, concrete or other structural work, or any other work permanently incorporated in the building shall be considered a change in the Work, and the Contract Sum shall be adjusted as provided in this Article, provided that the Work has been ordered in writing as provided in 7.1.1.

4.3.7 Claims for Additional Cost or Time. If the Contractor claims that any acts or omissions of the Owner or the Architect, including any instructions or orders, whether oral, written, by Drawings, or otherwise, involve extra cost or time, and the Contractor has not received a written acknowledgment by the Owner or Architect that extra payment will be made or time extended on account thereof, the Contractor shall promptly so notify the Architect in writing of such Claim and shall not proceed with the Work relating to such Claim until the Contractor has received a further written order to proceed except, as provided in Paragraph 10.3, in the case of an emergency affecting life or property. No Claim by the Contractor on account of such acts, omissions, instructions or orders shall be valid unless the Contractor has so notified the Architect before proceeding, and has received the further written order to proceed.

4.3.7.1 OMITTED

4.3.7.2 The Contractor shall have the burden of demonstrating the effect of the claimed act or omission on the Contract Sum or Contract Time, and shall furnish the Architect with such documentation relating thereto as the Architect may reasonably require. In the case of a continuing act or omission only one Claim is necessary.

4.3.7.3 Adverse weather conditions shall not be the basis for a Claim for additional time or cost.

4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of

the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraph 4.3.7.

4.4 REVIEW OF CLAIMS BY ARCHITECT

4.4.1 The Architect shall take one or more of the following actions within ten days of receipt of a Claim: (1) defer any action with respect to all or any part of a Claim and request additional information from either party; (2) decline to render a decision for any reason which he deems appropriate (including but not limited to the fact that the Claim involves allegations of fault on the part of the Architect); (3) render a decision on all or a part of the Claim, or (4) submit a schedule to the parties indicating when the Architect expects to take action. The Architect shall notify the parties in writing of any action taken with respect to such Claim. If the Architect renders a decision or declines to render a decision, either party may proceed in accordance with Paragraph 4.5. If the Architect decides that the Work relating to such Claim should proceed regardless of his disposition of such Claim, the Architect shall issue to the Contractor a written order to proceed. The Contractor shall proceed as instructed, and all rights of both parties with respect to such Claim shall be deemed to have been reserved.

4.4.2 If a Claim is resolved by agreement of the parties, the Architect will prepare or obtain appropriate documentation indicating the parties' agreement to the resolution. In the absence thereof the Claim shall be treated as not resolved.

4.4.3 If a Claim has not been resolved, the party making the Claim shall, within ten days after the Architect's request, take one or more of the following actions: (1) submit additional supporting data requested by the Architect; (2) modify the initial Claim; (3) respond to the Architect's action under paragraph 4.4.1; or (4) notify the Architect that the initial Claim stands. Upon receipt of the response or supporting data, the Architect will either reject or approve the claim in whole or in part.

4.5 ARBITRATION

4.5.1 Controversies and Claims Subject to Arbitration. Any Claim arising out of or related to the Contract, or the breach thereof, except claims relating to aesthetic effect, shall be settled by arbitration, subject to the foregoing provisions of paragraph 4.4 and the provisions of Subparagraph 4.5.7. Arbitration will be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator or Arbitrators may be entered in any Court having jurisdiction thereof. In any such arbitration in which the amount stated in the demand is \$100,000 or less, a single arbitrator shall be appointed in accordance with the procedures set forth in the American Arbitration Association Construction Industry Arbitration Rules. In any such arbitration in which the amount stated in the demand is in excess of \$100,000, a panel of three arbitrators shall be appointed in accordance with the procedures set forth in the American Arbitration Association Construction Industry Arbitration Rules.

4.5.2 Rules For Arbitration. The parties may agree to any arbitration forum. If unable to agree, by default the forum shall be the American Arbitration Association. If the neutral arbitrator(s) is/are appointed by the American Arbitration Association, the said Association shall administer the arbitration and its Construction Industry Arbitration Rules shall govern all aspects of the proceeding including the enforcement of any award. If the neutral arbitrator(s) is/are not appointed by the American Arbitration Association, then the arbitrator(s) shall act as the administrator of the arbitration but the Construction Industry Arbitration Rules of the Association shall nonetheless govern all aspects of the proceeding, including the enforcement of any award. The arbitration panel shall have all of the powers and duties conferred on the Association pursuant to said rules.

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

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

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

4.5.3 Contract Performance During Arbitration. During arbitration proceedings, the Owner and Contractor shall comply with Subparagraph 4.3.4.

4.5.4 When a written decision of the Architect states that the decision is final, any demand for arbitration of the matter covered by such decision must be made within two months after substantial completion of the project, as determined by the Architect in accordance with paragraph 9.8.2 hereof. The failure to demand arbitration within said two month period will result in the Architect's decision becoming final and binding upon the Owner and the Contractor.

4.5.4.1 A demand for arbitration shall be made within the time limits specified in Subparagraph 4.5.4, and in no event shall be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

4.5.5 Claims and Timely Assertion of Claims. A party who files 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. When a party fails to include a Claim through oversight, inadvertence or excusable neglect, or when a Claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

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

4.5.7 Notwithstanding any provision contained in this Paragraph 4.5 or elsewhere in the Contract Documents, the Owner reserves the following rights in connection with Claims and disputes between the Owner and the Contractor:

- .1 the right to institute legal action against the Contractor in any court of competent jurisdiction in lieu of demanding arbitration pursuant to this Paragraph 4.5, in which case the dispute or disputes which are the subject of such action shall be decided by such court, and not by arbitration;
- .2 the right to obtain from any court of competent jurisdiction a stay of any arbitration instituted by the Contractor, provided that the application for such stay is made before the appointment of the neutral arbitrator in such arbitration, in which case the dispute or disputes which are the subject of such arbitration shall be decided by such court, and not by arbitration;
- .3 the right to require the Contractor to join as a party in any arbitration between the Owner and the Architect relating to the Project, in which case the Contractor agrees to be bound by the decision of the arbitrator or arbitrators in such arbitration.

In case the Owner elects to proceed in accordance with 4.5.7.1 or 4.5.7.2 above, the word “litigation” shall be deemed to replace the word “arbitration” wherever the latter word appears in the Contract Documents.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS

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

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

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

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the

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

5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection, unless otherwise required by law to do so.

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. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

5.2.5 The form of each filed Subcontract shall be submitted to the Owner for its acceptance, which shall not be unreasonably withheld or delayed. The form of subcontract shall be that set forth in Mass. Gen. Laws Chapter 149, Section 44F. Each Subcontract shall expressly provide for the contingent assignment referred to in Paragraph 5.4.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Architect, including without limitation the obligations set forth in Paragraph 3.18. Each Subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that Subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed Subcontract agreement which may be at

variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

ARTICLE 6

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTS

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

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

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

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

6.2 MUTUAL RESPONSIBILITY

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

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

6.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

6.2.5 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3 provided the separate contractor has reciprocal obligations.

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

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Architect determines to be just.

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

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

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

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

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

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

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 and stating a proposed basis for 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 Upon request of the Owner or the Architect, the Contractor shall without cost to the Owner submit to the Architect, in such form as the Architect may require, an accurate written estimate of the cost of any proposed extra Work or change contemplated by a Construction Change Directive. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the Architect. The Contractor shall promptly revise and resubmit such estimate if the Architect determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Architect, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor shall obtain and furnish to the Architect bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.

7.3.3.1 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods, as selected by the Owner:

- (a) By unit prices stated in the Contract Documents or otherwise mutually agreed upon.
- (b) By Cost and Percentages (as defined below) estimated by the Contractor as provided in Subparagraph 7.3.3 and accepted by the Owner; the Contractor's estimate shall become a fixed price which shall not be changed by any variation in the actual cost of executing the Work covered by the change.
- (c) By actual Cost determined after the Work covered by the change is completed, plus Percentage.
- (d) By use of the dispute resolution procedures set forth in Paragraph 4.3.

As used in this Paragraph 7.3, "Cost" shall mean the estimated or actual net increase or decrease in cost to the Contractor, Subcontractor, or Sub-subcontractor for performing the Work covered by the change, including actual payments for materials, equipment, rentals, expendable items, wages and associated benefits to workmen and to supervisors employed full time at the site, insurance, bonds and other provable direct costs, but not including any administrative, accounting or expediting costs, or other indirect or overhead costs, or any wages or benefits of supervisory personnel not assigned full time to the site, or any amount for profit or fee to the Contractor, Subcontractor or Sub-subcontractor.

"Percentage" shall mean an allowance to be added to or subtracted from the Cost in lieu of overhead and profit and of any other expense which is not included in the Cost of the Work

covered by the change, as defined above. Percentage for a Sub-subcontractor shall be 10% of any net increase or decrease of Cost of any Work performed by the Sub-subcontractor's own forces plus 5% of any aggregate net increase in Cost of any Work performed for the Sub-subcontractor by other contractors. Percentage for a Subcontractor shall be such percentage allowances for overhead and profit as are set forth in the Subcontract between such Subcontractor and the Contractor. Percentage for the Contractor shall be 9 1/2% of any net increase or decrease of Cost of any Work performed by the Contractor's own forces plus 4 1/2% of any net increase or decrease in the Cost for all other Work covered by the change.

When in the reasonable judgment of the Architect a series of Construction Change Directives or Change Orders effect a single change, Percentage shall be calculated on the cumulative net increase or decrease in Cost, if any.

7.3.3.2 If the Owner elects to determine the cost of the Work as provided in method (a) of sub-Subparagraph 7.3.3.1, the unit prices shall be subject to Subparagraph 7.1.4. Notwithstanding the inclusion of unit prices in the Contract Documents, it shall be the Owner's option to require the Cost of any given change to be determined by one of the other methods stated in 7.3.3.1. If the Owner elects to determine the Cost of the change by unit prices and the nature of the work is such that its extent cannot readily be measured after the completion of such work or any subsequent work, the Contractor shall keep daily records, available at all times to the Architect for inspection, of the actual quantities of such work put in place, and delivery receipts or other adequate evidence, acceptable to the Architect, indicating the quantities of materials delivered to the site for use in such unit price work, and distinguishing such other similar material delivered for use in work included in the base Contract Sum. If so required by the Architect, materials for use in unit price work shall be stored apart from all other materials on the Project.

7.3.3.3 If the Owner elects to determine the cost of the Work as provided in methods (c) or (d) of sub-Subparagraph 7.3.3.1 or if the method of determining the cost has not been established before the Work is begun, the Contractor shall keep detailed daily records of labor and materials costs applicable to the Work.

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

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

7.3.6 If the Owner and Contractor do not agree with the adjustment in Contract Sum or Contract Time or the method for determining the adjustment, the dispute shall be governed by the procedures set forth in Paragraph 4.3.

7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8

TIME

8.1 DEFINITIONS

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

8.1.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

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

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

8.2 PROGRESS AND COMPLETION

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

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

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

8.2.4 Within two weeks after award of the Contract, the Contractor shall submit to the Architect a Progress Schedule showing for each class of work the percentage completion to be obtained and the total dollar value of work to be completed as of the first of each month until Substantial Completion.

8.2.5 The Progress Schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation (including adequate time for submission and review of submittals), and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The Progress Schedule will be reviewed by the Architect for compliance with the requirements of this Article and will be accepted by the Architect or returned to the Contractor for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the Progress Schedule has been approved by the Architect.

8.2.6 If in any application for payment as provided for in Paragraph 9.2, the total value of the completed Work in place, as certified by the Architect, is less than 90% of the total value of the Work in place estimated in the Progress Schedule, the Owner may, at the Owner's option, require the Contractor to accelerate the progress of the Work without cost to the Owner by increasing the work force or hours of work, or by other reasonable means approved by the Architect.

8.2.7 If each of three successive applications for payment indicate that the actual Work completed, as certified by the Architect, is less than 90% of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may at the Owner's option, treat the Contractor's delinquency as a default justifying the action permitted under Paragraph 14.2.

8.2.8 If the Architect has determined that the Contractor should be permitted to extend the time for completion as provided in Paragraph 8.3, the calendar dates in the Progress Schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of Work to be completed as of the first of each month shall be adjusted pro rata.

8.2.9 If the Contractor fails to submit any application for payment in any month, the Architect shall, for the purpose of this evaluation of progress, certify separately to the actual value of the Work in place completed as of the first of the month and to the best of the Architect's knowledge.

8.2.10 Nothing herein shall limit the Owner's right to liquidated or other damages for delays by the Contractor or to any other remedy which the Owner may possess under other provisions of the Contract Documents or by law.

8.2.11 The Progress Schedule required hereunder shall be a CPM Schedule in accordance with the Project Specifications and shall be updated in accordance therewith.

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Architect, of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes (except weather) beyond the Contractor's control, or by delay authorized by the Owner, or by other causes which the Architect determines may 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 Paragraph 4.3.

8.3.3 The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Architect on account of any delay in the commencement of the Work and/or any delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise, except as specifically provided in Subparagraphs 2.3.2 and 2.3.3. The Contractor acknowledges that, except as provided therein, the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

8.3.4 No claim for delay shall be allowed on account of failure of the Architect to furnish Drawings, Specifications or instructions or to return Shop Drawings or Samples until the expiration of the applicable time period referred to in Mass. Gen. Laws Chapter 30, Section 39P, and not then unless such claim be reasonable.

8.3.5 No extension of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the Contract Sum on account of any additional costs of operations or conditions resulting therefrom.

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 maximum amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents, or in equity, should the Contractor assert a quantum meruit claim for the fair value of Contractor's Work, regardless of whether the Contractor is terminated hereunder.

9.2 APPLICATIONS FOR PAYMENT

9.2.1 Within fifteen days after receipt from the Contractor, at the place designated by the Owner if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the Owner will make a periodic payment to the Contractor for the Work performed during the preceding month and for the materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner, less (1) retention based on the Owner's estimate of the fair value of its claims against the Contractor and less (2) a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of Subparagraph 9.6.2, and less (3) a retention not exceeding five percent of the approved amount of the periodic payment.

9.2.2 After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the Contractor fully completes the Work or substantially completes the Work so that the value of the Work remaining to be done is, in the estimate of the Owner, less than one percent of the original Contract Sum, or (b) the Contractor substantially completes the work and the Owner takes possession for occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less (1) a retention based on its estimate of the fair value of its claims against the Contractor and the cost of completing the incomplete and unsatisfactory items of Work and less (2) a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of Subparagraph 9.6.2, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Subparagraph 9.6.2. If the Owner fails to make payment as herein provided, there shall be added to each such payment daily interest at the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days after receipt of such a periodic estimate from the Contractor, at the place designated by the Owner if such a place is so designated. The Contractor agrees to pay to each Subcontractor a portion of any such interest paid in accordance with the amount due each Subcontractor.

9.2.3 The Owner may make changes in any periodic estimate submitted by the Contractor, and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the Owner may, within seven days after receipt, return to the Contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday, Sunday, or holiday shall be the first working day thereafter.

9.2.4 All periodic estimates shall be submitted to the Owner, or to the Owner's representative, and the date of receipt by the Owner or its representative shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by the Specifications and a column listing the amount paid to each Subcontractor and Sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the Owner shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

9.2.5 The format and number of copies of applications for payment shall be as directed by the Architect. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents.

9.2.5.1 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders when such Construction Change Directives have set forth an adjustment to the Contract Sum.

9.2.5.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.2.6 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 applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3 The Contractor warrants that title to all Work covered by an application for payment will pass to the Owner either by incorporation in the construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens."

9.4 CERTIFICATES FOR PAYMENT

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

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;

- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the retainage currently held by the Owner would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

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

9.6 PROGRESS PAYMENTS

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

9.6.2 Payments to Subcontractors

9.6.2.1 Forthwith after the Contractor receives payment on account of a periodic estimate, the Contractor shall pay to each Subcontractor the amount paid for the labor performed and the materials furnished by that Subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.

9.6.2.2 Not later than the sixty-fifth day after each Subcontractor substantially completes his work in accordance with the plans and Specifications, the entire balance due under the Subcontract less amounts retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the Subcontractor; and the Owner shall pay that amount to the Contractor. The Contractor shall forthwith pay to the Subcontractor the full amount received from the Owner less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.

9.6.2.3 Each payment made by the Owner to the Contractor pursuant to Subparagraphs 9.6.2.1 and 9.6.2.2 of this paragraph for the labor performed and the materials furnished by a Subcontractor shall be made to the Contractor for the account of that Subcontractor; and the Owner shall take reasonable steps to compel the Contractor to make each such payment to each such Subcontractor. If the Owner has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the Subcontractor as provided in Subparagraphs 9.6.2.1 and 9.6.2.2, the Owner shall act upon the demand as provided in this section.

9.6.2.4 If, within seventy days after the Subcontractor has substantially completed the Subcontract work, the Subcontractor has not received from the Contractor the balance due under the Subcontract including any amount due for extra labor and materials furnished to the

Contractor, less any amount retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of Work, the Subcontractor may demand direct payment of that balance from the Owner. The demand shall be by a sworn statement delivered to or sent by certified mail to the Owner, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the Subcontract and also a statement of the status of completion of the Subcontract work. Any demand made after substantial completion of the Subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the Subcontract work. Within ten days after the Subcontractor has delivered or so mailed the demand to the Owner and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the Owner and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the Subcontract including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the Subcontractor.

9.6.2.5 Within fifteen days after receipt of the demand by the Owner, but in no event prior to the seventieth day after substantial completion of the Subcontract work, the Owner shall make direct payment to the Subcontractor of the balance due under the Subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount (i) retained by the Owner as the estimated cost of completing the incomplete or unsatisfactory items of Work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the Contractor in the sworn reply; provided, that the Owner shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by Subparagraph 9.6.2.4. The Owner shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this Subparagraph.

9.6.2.6 The Owner shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of Subparagraph 9.6.2.5 in an interest-bearing joint account in the names of the Contractor and the Subcontractor in a bank in Massachusetts selected by the Owner or agreed upon by the Contractor and the Subcontractor and shall notify the Contractor and the Subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.

9.6.2.7 All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to Subparagraph 9.6.2.6 shall be made out of amounts payable to the Contractor at the time of receipt of demand for direct payment from a Subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the Owner to the Contractor to the extent of such payment.

9.6.2.8 The Owner shall deduct from payments to the Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to Subparagraph 9.6.2.6, are sufficient to

satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

9.6.2.9 If the Subcontractor does not receive payments as provided in Subparagraph 9.6.2.1 or if the Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Subcontractor and the Subcontractor does not receive payment for same when due less the deductions provided for in Subparagraph 9.6.2.1, the Subcontractor may demand direct payment by following the procedure in Subparagraph 9.6.2.4 and the Contractor may file a sworn reply as provided in that same Subparagraph. A demand made after the first day of the month following that for which the Subcontractor performed or furnished the labor and materials for which the Subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the Contractor. Thereafter the Owner shall proceed as provided in Subparagraphs 9.6.2.5, 9.6.2.6, 9.6.2.7 and 9.6.2.8.

9.6.3 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, Sub-subcontractor or material supplier, except as provided in Subparagraph 9.6.2, or otherwise as provided by law.

9.6.4 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.

9.6.5 “Subcontractor” as used in Sub-subparagraphs 9.6.2.1 through 9.6.2.9 shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the Contractor. “Subcontractor” as used in other provisions of the Contract Documents shall, except as otherwise expressly provided, have the meaning set forth in Subparagraph 5.1.1.

9.7 FAILURE OF PAYMENT

9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor’s application for payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven additional days’ written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended as provided in Article 7.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use and only minor items which can be corrected or completed

without any material interference with the Owner's use of the Work remain to be corrected or completed.

9.8.2 When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion, is substantially complete and the premises comply with Subparagraph 3.15.1, the Contractor shall submit to the Architect (1) a list of items to be completed or corrected, (2) all special warranties required by the Contract Documents, endorsed by the Contractor and in a form reasonably acceptable to the Architect and (3) the permits and certificates referred to in Subparagraph 13.5.4. The failure to include any items on the list mentioned in the preceding sentence does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect on the basis of an inspection determines that the Work or designated portion thereof is substantially complete and the other conditions have been met, the Architect will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the date of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in 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. Such partial occupancy or use may begin whether or not the portion is substantially complete, provided that the respective responsibilities of the Owner and Contractor with respect to payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work, insurance, correction of the Work, and warranties shall be established by agreement of the Owner and Contractor or, absent such agreement, shall be determined by the Architect subject to the right of either party to contest such determination as provided in Paragraph 4.5.

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

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

9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that 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. The making of final payment shall constitute a waiver of claims by the Owner to the extent provided in Subparagraph 4.3.5.

9.10.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing

and identified by that payee as unsettled at the time of final application for payment. Such waivers shall be in addition to the waiver described in Subparagraph 4.3.5.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees performing the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- .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; and
- .4 any other property of the Owner, whether or not forming part of the Work, located at the site or adjacent thereto in areas to which the Contractor has access.

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

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

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

10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Clauses 10.2.1.2, 10.2.1.3 and 10.2.1.4. If the damage or loss is due in whole or in part to the Contractor's failure to take the precautions required by this Paragraph 10.2, the Contractor shall, subject to any reimbursement to which the Contractor is entitled under the property insurance required by the Contract Documents, bear the cost.

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

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

10.2.8 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

10.2.9 The Contractor shall at all time protect excavations, trenches, buildings and materials, from rain water, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

10.2.10 The Contractor shall remove snow and ice which might result in damage or delay.

10.2.11 During the progress of the Work and at all times prior to the date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure, as required by Mass. Gen. Laws Chapter 149, Section 44F(1). The permanent heating and ventilation systems may be used for these purposes when available unless otherwise provided in the Contract Documents.

10.3 EMERGENCIES

10.3.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

10.4 VANDALISM

10.4.1 The Contractor shall be responsible for protecting the work, the work site, materials, and equipment stored at the site (or incorporated in the work), other property at the

site, or other property of the Owner, against vandalism by known or unknown persons. In discharging this obligation the Contractor shall utilize security personnel, measures, procedures, and equipment or materials necessary to prevent vandalism.

10.4.2 In the event of any damage caused by vandalism to the property/materials/equipment/items referenced in the preceding Article 10.4.1, and regardless of whether the Contractor has exercised due care in avoiding same, the Contractor shall be financially responsible therefor to whatever extent said damage is not indemnified by insurance coverage available to either the Contractor or Owner. The Contractor's obligation hereunder shall include payment of damages to whatever extent insurance coverage is unavailable due to self-insurance, a deductible, or a self-insured retention.

10.4.3 Any monies owed by the Contractor to the Owner on account of damages referenced in the preceding Article 10.4.2 may be offset by the Owner against any periodic payments made under the Contract.

ARTICLE 11

INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located and to which the Owner has no reasonable objection such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

11.1.2 The insurance required by Subparagraph 11.1.1 shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Nonowned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth in the Contract Documents, whichever is greater.

All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. The Owner shall be added as an Additional Insured on all policies, which shall constitute primary insurance for the Owner in relation to any similar or concurrent insurance independently maintained by the Owner.

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. These certificates shall set forth evidence of all coverage required by 11.1.1 and 11.1.2. The form of certificate shall be AIA Document G705. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required by Subparagraph 9.10.2.

11.1.4 In addition to Statutory Workers' Compensation Coverage, the Contractor shall provide Employers Liability Coverage at the following limits of liability:

Each accident - \$500,000;

Disease - policy limit \$500,000;

Disease - each employee \$500,000.

11.1.5 The liability insurance coverage purchased by the Contractor in order to comply with Section 11.1.1 (.1-.7) above shall contain the following limits of liability:

- \$3,000,000 - general aggregate;
- \$3,000,000 - products/completed operations aggregate;
- \$1,000,000 - personal injury and advertising;
- \$1,000,000 - each occurrence;
- \$1,000,000 - auto liability including hired and non-owned;
- \$2,000,000 - umbrella.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

11.3 PROPERTY INSURANCE BUILDERS RISK POLICY

11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

11.3.1.1 Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents. The form of policy for this coverage shall provide for coverage in the event of a loss up to the contemplated value of the property following completion of all Work required under the Contract.

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

11.3.1.3 The property insurance maintained hereunder by the Owner has a deductible of \$100,000 applicable to each/any claim thereunder. In the event of any property damage arising from any occurrence prior to the Architect's issuance of a final Certificate for Payment under Section 9.10.1, including but not limited to property damage arising from vandalism or casualty of any kind, the Contractor shall be responsible for the cost of said property damage: (a) to the extent not indemnified by the Owner's insurance policy because of said deductible; or (b) to the extent not indemnified by the Owner's insurance policy for any other reason.

11.3.1.4 Property insurance for portions of the Work stored off site and in transit shall be procured and the cost borne by the Contractor, unless otherwise provided in the Contract Documents.

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

11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused, to the extent covered and paid by insurance under this Subparagraph 11.3.3.

11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be borne by the Contractor.

11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.3.7 for damages caused by fire or other perils covered by this separate property

insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Paragraph 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

11.3.7 Waivers of Subrogation. INTENTIONALLY OMITTED.

11.3.8 A loss insured under Owner's property insurance shall be adjusted by the Owner and made payable to the Owner on its behalf and on behalf of the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Subcontractors in similar manner.

11.3.9 If required in writing by a party in interest, the Owner shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties all subject to the requirements, if any, of the Owner's construction and/or permanent lender. The cost of required bonds shall be charged against proceeds received by Owner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.5.

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

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. Said bonds shall satisfy the applicable statutory requirements of the place in which the Work is to be performed.

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

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered, contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for the Architect's observation 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 in accordance with the requirements specifically expressed in the contract documents, and which the Architect has not specifically requested to observe prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby and any cost, loss, or damages to the Owner resulting from such failure or defect.

12.2.2 If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

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

12.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

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

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

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which 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

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

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as hereinafter provided, neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner. The Owner may assign the Contract to any institutional lender providing construction or permanent financing for the Project or to any person acquiring the Owner's interest in the Project, and the Contractor agrees to execute all consents, certificates, and other documents required by such lender or other person in connection with such assignment.

13.2.2 If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Contractor arising from this Agreement shall automatically transfer to such third party.

13.3 WRITTEN NOTICE

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

13.4 RIGHTS AND REMEDIES

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

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

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may

observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

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

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

13.5.4 The Contractor shall obtain and deliver promptly to the Architect any occupancy permit and any certificates of final inspection of any part of the Contractor's work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work.

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

13.6 LIMITATION OF LIABILITY

13.6.1 The Owner shall be liable only to the extent of its interest in the Project; and no officer, director, partner, agent or employee of the Owner (or any partner of a partner or any agent or employee of a partner) shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under a Subcontract.

13.7 The Contractor shall comply with any decisions of the Arlington Redevelopment Board applicable to the Project, and with any other Laws, By-Laws, Rules, and Regulations or Ordinances within the Town of Arlington.

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 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction; or
- .2 an act of government, such as declaration of national emergency, making material unavailable.

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

14.1.3 If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

14.2 TERMINATION BY THE OWNER

14.2.1 If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of the Contractor's creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if the Contractor fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a significant violation of any provision of the Contract, including the failure to perform the Work in Accordance With the Contract, then the Contractor shall be in default, and the Owner may, without prejudice to any other right or remedy, and upon seven days' written notice to the Contractor, take possession of all materials, tools, appliances, equipment, construction equipment and machinery and vehicles, offices and other facilities on the Project site, and all

materials intended for the Work, wherever stored, and may terminate the employment of the Contractor, accept assignment of any or all Subcontracts pursuant to Paragraph 5.4, and finish the Work by whatever method the Owner may deem expedient. The Owner shall be entitled to collect from the Contractor all direct, indirect, liquidated, and consequential damages suffered by the Owner on account of the Contractor's default, including without limitation additional services and expenses of the Architect made necessary thereby. The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner's damages have been established, and to apply such amounts to such damages.

14.2.2 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any payment to the Contractor in quantum meruit shall be capped at the amount due under this Contract, including any adjustments, regardless of whether said termination by the Owner is deemed rightful or wrongful.

14.2.3 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, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

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SUPPLEMENTAL STATUTORY CONDITIONS

ARTICLE 1 - WAGES AND EMPLOYMENT PRACTICES

- 1.1 Preference To Veterans and Citizens In Public Work; Rate of Wages. (Statutory reference: Mass. Gen. Laws Chapter 149, Section 26) This Paragraph applies to every contract or subcontract for the construction of public works by the Commonwealth or by a county, town or district, or by persons contracting or subcontracting for such works.
- 1.1.1 In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment, who are veterans as defined in Mass. Gen. Laws Chapter 4, Section 7, clause 43, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town or district.
- 1.1.2 The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the Commissioner of Labor and Industries as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided, further, that in towns where no such rate or rates have been so established, the wages paid to mechanics and apprentices, teamsters, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the Commonwealth or of a county, town or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriations of more than one thousand

dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

- 1.2 List of Jobs; Classifications; Determination of Rate of Wages; Schedule.
(Statutory reference; Mass. Gen. Laws Chapter 149, Section 27) This Paragraph applies to every contract or subcontract for the construction of public works by the Commonwealth, or by a county, town or district.

The Commissioner of Labor and Industries shall prepare, for the use of such public officials or public bodies whose duty it shall be to cause public works to be constructed, a list of the several jobs usually performed on various types of public works upon which mechanics and apprentices, teamsters, chauffeurs and laborers are employed. The Commissioner shall classify said jobs, and he may revise such classifications from time to time, as he may deem advisable. Prior to awarding a contract for the construction of public works, said public official or public body shall submit to the Commissioner a list of the jobs upon which mechanics and apprentices, teamsters, chauffeurs and laborers are to be employed, and shall request the Commissioner to determine the rate of wages to be paid on each job. Said rates shall apply to all persons engaged in transporting gravel or fill to the site of said public works or removing gravel or fill from such site, regardless of whether such persons are employed by a contractor or subcontractor or are independent contractors or owner-operators. The Commissioner, subject to the provisions of Paragraph 1.1 of these Supplementary Statutory Conditions, shall proceed forthwith to determine the same, and shall furnish said official or public body with a schedule of such rate or rates of wages as soon as said determination shall have been made. In advertising or calling for bids for said works, the awarding official or public body shall incorporate said schedule in the advertisement or call for bids by an appropriate reference thereto, and shall furnish a copy of said schedule without cost, to any person requesting the same. Said schedule shall be made a part of the contract for said works and shall continue to the minimum rate or rates of wages for said employees during the life of the contract. Any person engaged in the construction of said works shall cause a legible copy of said schedule to be kept posted in a conspicuous place at the site of said works during the life of the contract. The aforesaid rates of wages in the schedule of wage rates shall include payment by employers to health and welfare plans, pension plans, and supplementary unemployment benefit plans and such payments shall be considered as payments to persons under this section performing work as herein provided. Any employer engaged in the construction of such works who does not make payments to a health and welfare plan, a pension plan and a supplementary unemployment benefit plan, where such payments are included in said rates of wages, shall pay the amount of said payments directly to each employee engaged in said construction. Note: The awarding authority does not guarantee the accuracy of any schedule of wage rates

furnished to the Contractor hereunder, and the Contractor shall be responsible for ascertaining the prevailing wages in the area where the work will be performed.

1.3 Employment Records To Be Kept By Contractor, Subcontractor; Statement of Compliance. (Statutory reference; Mass. Gen. Laws Chapter 149, Section 27B) This Paragraph applies to every contract or subcontract for the construction of public works by the Commonwealth, or by a county, town or district.

Every Contractor, Subcontractor or public body engaged in said public works to which Paragraph 1.2 of these Supplementary Statutory Conditions applies shall keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs and laborers employed thereon, showing the name, address and occupational classification of each such employee on said works, and the hours worked by, and the wages paid to, each such employee, and shall furnish to the Commissioner of Labor and Industries, upon his request, a copy of said record, signed by the employer or his authorized agent under the penalties of perjury. Such records shall be open to inspection by any authorized representative of the Department of Labor and Industries at any reasonable time, and as often as may be necessary.

Each such Contractor, Subcontractor or public body shall preserve its payroll records for a period of three years from the date of completion of the contract.

Each such Contractor, Subcontractor or public body shall furnish to the Commissioner of Labor and Industries within fifteen days after completion of its portion of the work a statement, executed by the Contractor, Subcontractor, or public body or by any authorized officer or employee of the Contractor, Subcontractor or public body who supervises the payment of wages in the following form:

STATEMENT OF COMPLIANCE _____, 2004

I, _____, _____ do hereby state:
(Name of signatory party) (Title)

That I pay or supervise the payment of the persons employed by (Contractor, Subcontractor or public body) _____ on the _____ and that all mechanics (building or project) 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

The above mentioned copies of payroll records and statements of compliance shall be available for inspection by any interested party filing a written request to the Commissioner for such inspection.

- 1.4 Wages Paid to Operators of Trucks and Other Equipment. (Statutory reference: Mass. Gen. Laws Chapter 149, Section 27F) This Paragraph applies to every contract for the construction of public works by the Commonwealth, or by a county, city, town or district.

Prescribed rates of wages, as determined by the Commissioner of Labor and Industries, shall be paid to the operators of all trucks, vehicles or equipment employed on the Project. Said rates of wages shall be requested of said Commissioner by the awarding authority and shall be furnished by the Commissioner in a schedule containing the classification of jobs, and the rate of wages to be paid for each job. Said rates of wages shall include payments to health and welfare plans, or, if no such plan is in effect between employer and employees, the amount of such payments shall be paid directly to said operators.

- 1.5 Reserve Police Officers (Statutory reference: Mass. Gen. Laws. Chapter 149, Section 27B) This Paragraph 1.5 applies to every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the Commonwealth or any political subdivision thereof.

The Contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town.

- 1.6 Eight-Hour Day, etc. This Paragraph 1.6 applies only to contracts which are subject to the provisions of Mass. Gen. Laws Chapter 149, Sections 30 and 34.

No laborer, worker, mechanic, foreman or inspector working within this Commonwealth in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency.

- 1.7 Lodging, etc. (Statutory reference: Mass. Gen. Laws Chapter 149, Section 25) This Paragraph applies to every contract with the Commonwealth, a county, city or town, or with a department, board, commission, or officer acting therefor, for the doing of public work.

Every employee under this contract shall lodge, board and trade where and with whom he elects, and neither the Contractor nor his agents or employees shall, either directly or indirectly, require as a condition of the employment of any

person that the employee shall lodge, board or trade at a particular place or with a particular person.

- 1.8 Access to Contractor's Records (Executive Order No. 195) This paragraph applies to every contract for the purchase of services or material by any agency, bureau, board, commission, institution, or department of the Commonwealth.

The Governor or his designee, the secretary of administration and finance, and the state auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records, and other compilations of data of the Contractor which pertain to the performance and requirements of this contract.

- 1.9 Worker's Compensation Insurance (Statutory reference: Mass. Gen. Laws Chapter 149, Section 34A) This Paragraph 1.9 applies to every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the Commonwealth or any political subdivision thereof.

The Contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of other benefits under Mass. Gen. Laws Chapter 152 to all persons to be employed under the contract, and the Contractor shall continue such insurance in full force and effect during the term of the contract. Sufficient proof of compliance with this Paragraph 1.9 must be furnished at the time of execution of this contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the awarding authority at least fifteen days prior to the intended effective date thereof, which date shall be expressed in full notice.

ARTICLE 2 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

(Statutory reference: Mass. Gen. Laws Chapter 151B; Executive Orders No. 74, No. 116 and No. 246). The provisions of this Article 2 are intended to comply with the Commonwealth's Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program, referred to in Executive Order No. 116 and administered by the Massachusetts Commission Against Discrimination. If no specific percentage has been inserted in Subparagraph 2.2.3 below, the applicable minimum percentage provided for in such Supplemental Program shall be deemed to have been so inserted.

- 2.1 Definitions. For purposes of this Contract, "minority" refers to Asian-Americans, Blacks, Spanish-Surnamed Americans, North American Indians, and Cape Verdeans. "Commission" refers to the Massachusetts Commission Against Discrimination.

- 2.2 Non-Discrimination and Affirmative Action Requirements. During the performance of this Contract, the Contractor and all of his Subcontractors (hereinafter “Contractor”), for himself, his assignees and successors in interest, agree to comply with Subparagraphs 2.2.1 through 2.2.11.
- 2.2.1 In connection with the performance of Work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.
- 2.2.2 In connection with the performance of Work under this Contract, the Contractor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Commonwealth public construction projects.
- 2.2.3 As part of his obligation of remedial action under the foregoing Subparagraph 2.2.2, the Contractor shall maintain on this project a not less than ten percent (10%) ratio of minority employee man hours to total man hours in each job category including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those “classes of work” enumerated in Mass. Gen. Laws Chapter 149, Section 44F.
- 2.2.4 In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals from a multi-employer affirmative action program approved by the Commission, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee (described in Subparagraph 2.2.5 below) or the Commission.

- 2.2.5 At the discretion of the Commission there may be established for the life of this Contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering this project, hereinafter called the administering agency, the Commission and such other representatives as may be designated by the Commission in conjunction with the administering agency.
- 2.2.6 The Contractor (or his agent, if any, designated by him as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
- 2.2.7 The Contractor shall prepare projected manning tables on a quarterly basis. These shall be broken down into projections, by week, of workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also when updated, to the Commission and Liaison Committee.
- 2.2.8 Records of employment referral orders, prepared by the Contractor, shall be made available to the Commission and to the Liaison Committee on request.
- 2.2.9 The Contractor shall prepare weekly reports in a form approved by the Commission of hours worked in each trade by each employee, identified as a minority or non-minority. Copies of these shall be provided at the end of each week to the Commission and to the Liaison Committee.

If the Contractor shall use any Subcontractor on any work performed under this Contract, he shall take affirmative action to negotiate with qualified minority Subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the Office of Minority Business Assistance (within the Executive Office of Communities and Development) or its designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.

In the employment of journeymen, apprentices, trainees and advanced trainees, the Contractor shall give preference, first, to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly, to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States.

A designee of the Commission and a designee of the Liaison Committee shall each have right of access to the construction site.

2.2.10 The Contractor shall maintain as a goal on this project a not less than five percent ratio of women work force to total project hours in both the general contract and each individual filed sub-bid contract.

A Labor Scheduling Table will be used as a tool for achieving a range of women work force participation for the entire project in both the general contract and each individual filed sub-bid contract. Said Labor Scheduling Table shall be in a form acceptable to the Town.

2.2.11 Before starting work, the Contractors (includes the General Contractor, for itself and its Subcontractors, as well as all filed sub-bid Contractors) will submit plans for achievement of the equal opportunity goals of the contract. All Contractors will be required to make a good faith effort to achieve these goals. The plan will indicate if the Contractors expect to achieve the requirements during the first quarter. If there are reasons why the Contractors do not expect to achieve the requirements during the first quarter year of the contract construction phase, then the Contractors shall provide a plan calculated to address, to the extent reasonably possible, these obstacles to a good faith effort to achieve such goals.

Not more than ten days following the end of each work quarter, the Contractors will report on the achievement of the goals, detailing the good faith efforts that have been made and will continue to be made and any other appropriate efforts not yet undertaken.

All reports will be signed by an officer or principal of the company who has the authority to contractually obligate the company.

2.3 The Contractor shall comply with the provisions of Executive Order No. 74, as amended by Executive Order No. 166, dated May 1, 1975, and of Mass. Gen. Laws Chapter 151B, both of which are herein incorporated by reference and made a part of this Contract.

2.4 The Contractor, in the performance of all Work, and prior to completion of the Work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of Subcontractors, or in the procurement of materials and rentals of equipment.

2.5 In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential Subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination and affirmative action.

2.6 The Contractor hereby certifies that he shall comply with the minority manpower ratio and specific action steps contained herein. The Contractor shall be required to obtain from each of its Subcontractors and submit to the administering agency

prior to the performance of any work under the Contract a certification by said Subcontractor, regardless of tier, that it will comply with the minority manpower ration and specific affirmative action steps contained herein. Such certification shall be provided on forms furnished by the administering agency or, in the absence thereof, on forms prescribed by the Commission.

2.7 The Contractor's certification form must be signed by all successful low bidder(s) prior to award by the administering agency.

2.8 Compliance Information, Reports and Sanctions.

2.8.1 The Contractor will provide all information and reports required by the administering agency or the Commission on instructions issued by either of them and will permit access to its facilities and books, records, accounts and other sources of information which may be determined by the Commission to affect the employment of personnel. This provision shall apply only to information pertinent to the Commonwealth's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering agency or the Commission as appropriate and shall set forth what efforts he has made to obtain the information.

2.8.2 Whenever the administering agency, the Commission or the Liaison Committee believes the Contractor or any Subcontractor may not be operating in compliance with the terms of this Paragraph 2.8, the Commission directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Paragraph 2.8. If the Commission or its agent finds the Contractor or any Subcontractor not in compliance, it shall make a preliminary report on noncompliance, and notify such Contractor in writing of such steps as will in the judgment of the Commission or its agent bring such Contractor into compliance. In the event that such Contractor fails or refuses to fully perform such steps, the Commission shall make a final report of non-compliance, and recommend to the administering agency the imposition of one or more of the sanctions listed below. If, however, the Commission believes the Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. Within fourteen days of the receipt of the recommendations of the Commission, the administering agency shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

- (i) The recovery by the administering agency from the Contractor of 1/100 of 1% of the contract award price or \$1,000, whichever sum is greater, in the nature of liquidated damages or, if a Subcontractor is in non-compliance, the recovery by the administering agency from the Contractor, to be assessed by the Contractor as a back charge against

the Subcontractor, of 1/10 or 1% of the subcontract price, or \$400, whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply;

- (ii) The suspension of any payment or part thereof due under the Contract until such time as the Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
- (iii) The termination, or cancellation, of the Contract, in whole or in part, unless the Contractor or any subcontractor is able to demonstrate within a specified time his compliance with the terms of the Contract;
- (iv) The denial to the Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering agency for a period of up to three years.

If at any time after the imposition of one or more of the above sanctions a Contractor is able to demonstrate that he is in compliance with this Paragraph 2.8, he may request that the administering agency, in consultation with the Commission, suspend the sanctions conditionally, pending a final determination by the Commission as to whether the Contractor is in compliance. Upon final determination of the Commission, the administering agency, based on the recommendation of the Commission, shall either lift the sanctions or reimpose them.

Sanctions enumerated under Subparagraph 2.8.2 of this Paragraph 2.8 shall not be imposed by the administering agency except after an adjudicatory proceeding, as that term is used in Mass. Gen. Laws Chapter 30A, has been conducted. No investigation by the Commission or its agent shall be initiated without prior notice to the Contractor.

2.9 Severability. The provisions of this Article 2 are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

2.10 The Contractor shall comply with the provisions of Executive Order No. 246, relating to discrimination against and equal employment opportunity for the handicapped, which is herein incorporated by reference and made a part of this Contract. In connection with the performance of work under this Contract, the Contractor, Subcontractors and suppliers of goods and services shall not discriminate against the handicapped. Furthermore, Contractors, Subcontractors and suppliers of goods and services must give written notice of their commitments under this Paragraph 2.10 to any labor union, association or brotherhood with which they have a collective bargaining contract or other agreement, and must give such notice to handicapped contractors and to handicapped contractor

associations. A copy of such notice must be furnished to the awarding authority at the time of the signing of the contract.

2.11 Suspension of Payments.

2.11.1 If the awarding authority determines after investigation that the Contractor or any Subcontractor is not in compliance with the terms of Article 2, it may suspend any payment or portion thereof due under the Contract until the Contractor demonstrates compliance with the terms of Article 2.

2.11.2 Payment shall not be suspended if the awarding authority finds that the Contractor made his best efforts to comply with Article 2, or that some other justifiable reason exists for waiving the provisions of Article 2 in whole or in part.

2.11.3 Payment may be suspended only after the Contractor and any other interested party shall have been given the opportunity to present evidence in support of its position at an informal hearing held by the awarding authority and the awarding authority has concluded upon review of all the evidence that such penalty is justified.

2.11.4 This temporary suspension of payments by the awarding authority is separate from the sanctions set forth in Paragraph 2.8 above, which are determined by the Commission and recommended to the awarding authority.

ARTICLE 3 - MASSACHUSETTS PUBLIC CONSTRUCTION STATUTES

3.1 To whatever extent Massachusetts statutory laws regarding public construction apply to this project, said laws specifically are incorporated herein as if re-stated herein.

ARTICLE 4 - TITLE I GENERAL GOVERNMENT, ARTICLE 16 CONSTRUCTION PROJECTS, § 1-3 OF THE TOWN OF ARLINGTON GENERAL BY-LAWS

4.1 Women Work Force Participation.

4.1.1 The contractor shall maintain as a goal on this project a not less than five percent ratio of women work force to total project hours in both the general contract and each individual filed sub-bid contract, if applicable. The preceding sentence shall be included in all construction contracts whether entered into by the Town pursuant to the provisions of M.G.L. c. 149 or M.G.L. c. 30, § 39M et. seq. provided however, that if entered into under Chapter 30 same shall not be deemed to apply where the projected bid price as determined by the Director of Public Works is not likely to exceed \$200,000.

- 4.1.2 A Labor Scheduling Table which will be used as a tool for achieving a range of women work force participation for the entire project in both the general contract and each individual filed sub-bid contract.
- 4.2 Equal Opportunity Goal Compliance.
 - 4.2.1 Before starting work, the contractors (includes the general contractor, for itself and its subcontractors, as well as all filed sub-bid contractors, if applicable) will submit plans for achievement of the equal opportunity goals of the contract. All contractors will be required to make a good faith effort to achieve these goals. The plan will indicate if the contractors expect to achieve the requirements during the first quarter. If there are reasons why the contractors do not expect to achieve the requirements during the first quarter year of the contract construction phase, then the contractors shall provide a plan calculated to address, to the extent reasonably possible, these obstacles to a good faith effort to achieve such goals.
 - 4.2.2 Not more than ten days following the end of each work quarter, the contractors will report on the achievement of the goals, detailing the good faith efforts that have been made and will continue to be made and any other appropriate efforts not yet undertaken.
 - 4.2.3 All reports will be signed by an officer or principal of the company who has the authority to contractually obligate the company.
- 4.3 Recruitment and Training
 - 4.3.1 Any board, officer, committee, or other agency of the Town, which acts on behalf of the Town in making or supervising any contract, in any amount exceeding the sum of \$100,000 for the purchase of goods or services or for the construction, renovation, or repair of buildings or other improvement of real estate, may make arrangements with contractors and other interested agencies for special programs of recruitment and training in connection with the work to be performed on such contract, with the objective of promoting equal employment opportunity for members of minority groups protected by the fair employment laws of the Commonwealth and the United States. Any board, officer, committee or other Town agency may expend Town funds in carrying them out provided that appropriations specifically designed for such purposes have been voted by the Town Meeting.

215451.1

BY-LAWS OF THE TOWN OF ARLINGTON
TITLE I
ARTICLE 16

CONSTRUCTION PROJECTS

Section 1. Women Work Force Participation

Any Town board or official in charge of a construction or reconstruction project is required to include in the contract documents the following:

- A. Contractor shall maintain as a goal on this project a not less than five percent ratio of women work force to total project hours in both the general contract and each individual filed sub-bid contract, if applicable. The preceding sentence shall be included in all construction contracts whether entered into by the Town pursuant to the provisions of M.G.L. c. 149 or M.G. L. c 30, §39M et. seq. provided however, that if entered into under Chapter 30 same shall not be deemed to apply where the projected bid price as determined by the Director of Public Works is not likely to exceed \$200,000.
- B. A Labor Scheduling Table which will be used as a tool for achieving a range of women work force participation for the entire project in both the general contract and each individual filed sub-bid contract.

Section 2. Equal Opportunity Goal Compliance

Any Town board or official in charge of a construction or reconstruction project is required to include in the contract documents the following:

- A. Before starting work, the contractors (includes the general contractor, for itself and its subcontractors, as well as all filed sub-bid contractors, if applicable) will submit plans for achievement of the equal opportunity goals of the contract. All contractors will be required to make a good faith effort to achieve these goals. The plan will indicate if the contractors expect to achieve the requirements during the first quarter. If there are reasons why the contractors do not expect to achieve the requirements during the first quarter year of the contract construction phase, then the contractors shall provide a plan calculated to address, to the extent reasonably possibly, these obstacles to a good faith effort to achieve such goals.
- B. Not more than ten days following the end of each work quarter, the contractors will report on the achievement of the goals, detailing the good faith efforts that have been made and will continue to be made and any other appropriate efforts not yet undertaken.
- C. All reports will be signed by an officer or principal of the company who has the authority to contractually obligate the company.

Section 3. Recruitment and Training

Any board, officer, committee, or other agency of the Town, which acts on behalf of the Town in making or supervising any contract, in an amount exceeding the sum of \$100,000 for the purchase of goods or services or for the construction, renovation, or repair of buildings or other improvement of real estate, may make arrangements with contractors and other interested agencies for special programs of recruitment and training in connection with the work to be performed on such contract, with the objective of promoting equal employment opportunity for members of minority groups protected by the fair employment laws of the Commonwealth and the United States. Any board, officer, committee or other Town agency may expend Town funds in carrying them out provided that appropriations specifically designed for such purposes have been voted by the Town Meeting.



TOWN OF ARLINGTON EQUAL OPPORTUNITY ADVISORY COMMITTEE

730 MASSACHUSETTS AVENUE, ARLINGTON, MA 02476
PHONE (781) 316-3120 FAX: (781) 316-3129

TRICIA O'DONOGHUE, CHAIR
BARBARA BOLTZ
AUGUSTA HAYDOCK
JACK JONES

CARYN COVE MALLOY
EQUAL OPPORTUNITY OFFICER

CONTRACTOR CERTIFICATION

During the performance of the Contract, the Contractor and all subcontractors (hereafter collectively referred to as "the Contractor") for a town construction contract or town assisted construction contract, for him/herself, his/her assignees and successors in interest, agree to comply with all applicable equal employment opportunity, non-discrimination and affirmative action requirements, including but not limited to the following:

The Contractor shall comply with the provisions of Town of Arlington Bylaws, Anti-Discrimination policies and Chapter 151B of the Massachusetts General Laws, as amended, and all other applicable anti-discrimination and equal opportunity laws, all of which are herein incorporated by reference and made a part of this contract.

In connection with the performance of work under this contract, the Contractor shall undertake, in good faith, affirmative action measures to eliminate any discriminatory barrier in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed service, the receiving of public assistance, and handicap. Such affirmative action measures shall entail a list of positive and aggressive measures which shall include but not be limited to, advertising employment opportunities in minority and other community news media; notifying minority women and other community-based organizations of employment opportunities; maintaining a file of names and addresses of each worker referred to the Contractor and what action was taken concerning such worker; and notifying this Committee in writing when a union with whom the Contractor has a collective bargaining agreement has failed to refer a minority or woman worker.

The Contractor shall submit to the Equal Opportunity Advisory Committee, through the Purchasing Director Domenic Lanzillotti, the following Contractor's Certification with all attachments. The Contractor's Certification will be reviewed by the Committee and will inform the Contractor of any deficiencies to be corrected.

CONTRACTOR CERTIFICATION

_____ certifies that they:

(Contractor Name)

1. Will not discriminate in their employment practices.
2. Intend to use, if General Contractor, the following listed construction trades in the work under the contract:

3. If Trade Subcontractor, will provide the following work under the contract:

4. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals of the Town of Arlington and the Commonwealth of Massachusetts and specific affirmative steps contained herein; and to provide evidence of its good faith efforts. Attached hereto, please find:

- A. Employment Opportunities advertised in:

- B. Notification to Minority/Women/Community based Organizations such as:

C. List of workers referred to Contractor and note on what action was taken:

D. Written notification that Union/Local No. _____ failed to refer a Minority or
Female worker during the week of: _____

Signature of Officer

Date

Printed Name of Officer and Title

To view and print Weekly Payroll & Statement of Compliance Forms, click on www.mass.gov/dols/pw.

PLEASE NOTE: The attached Prevailing Wage Schedule is valid for 90 days. An Awarding Authority should re-request an up to date Prevailing Wage Schedule if it has NOT opened bids or selected a contractor within 90 days of the issuance date of the attached prevailing wage schedule.

*For MULTI-YEAR projects bid on or after 8/8/08, Awarding Authorities must request an Annual Update to this Prevailing Wage Schedule each year for the duration of the project, no later than two weeks before the anniversary date of the execution of the general contract. Annual updates are not required for projects that last LESS THAN ONE YEAR.

*For CM AT RISK projects (bid pursuant to GL c.149A), Awarding Authorities must request a Prevailing Wage Schedule NOT sooner than 90-days before the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work.

*For MULTI-YEAR CM AT RISK projects, Awarding Authorities must request an Annual Update to this Prevailing Wage Schedule each year for the duration of the project, no later than two weeks before the anniversary date, which is the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to procure construction scopes of work.

Apprentice wages (expressed as dollar figures) and the required benefits are listed on the Prevailing Wage Schedule. For further details, please see opinion letter PW-2010-03-03.16.10 (dated March 18, 2010) at www.mass.gov/dols/pw.

Request Prevailing Wage Rates online at: www.mass.gov/dols/pw.

THIS IS A SYSTEM-GENERATED EMAIL. PLEASE DO NOT REPLY TO THIS EMAIL. TO CONTACT DLS REGARDING PREVAILING WAGE MATTERS, CALL 617-626-6953.

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APPROVAL/DENIAL COMMENTS



CHARLES D. BAKER
Governor

KARYN E. POLITO
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

ROSALIN ACOSTA
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: Town of Arlington
Contract Number: Bid No. 18-16 **City/Town:** ARLINGTON
Description of Work: Robbins Library Exterior Envelope Work includes but is not limited to sandstone, architectural cast stone and granite repointing and masonry repairs, and other related exterior work.
Job Location: 700 Massachusetts Avenue

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$33.25	\$10.91	\$10.89	\$0.00	\$55.05
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$33.32	\$10.91	\$10.89	\$0.00	\$55.12
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$33.44	\$10.91	\$10.89	\$0.00	\$55.24
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2017	\$92.97	\$9.90	\$21.15	\$0.00	\$124.02
	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.75	\$7.70	\$15.20	\$0.00	\$61.65
	12/01/2018	\$39.70	\$7.70	\$15.20	\$0.00	\$62.60
	06/01/2019	\$40.70	\$7.70	\$15.20	\$0.00	\$63.60
	12/01/2019	\$41.70	\$7.70	\$15.20	\$0.00	\$64.60
	06/01/2020	\$42.69	\$7.70	\$15.20	\$0.00	\$65.59
	12/01/2020	\$43.67	\$7.70	\$15.20	\$0.00	\$66.57
	06/01/2021	\$44.69	\$7.70	\$15.20	\$0.00	\$67.59
	12/01/2021	\$45.70	\$7.70	\$15.20	\$0.00	\$68.60
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	06/01/2018	\$36.90	\$11.50	\$7.10	\$0.00	\$55.50
	12/01/2018	\$37.90	\$11.50	\$7.10	\$0.00	\$56.50
	06/01/2019	\$38.90	\$11.50	\$7.10	\$0.00	\$57.50
	12/01/2019	\$39.90	\$11.50	\$7.10	\$0.00	\$58.50
	06/01/2020	\$40.90	\$11.50	\$7.10	\$0.00	\$59.50
	12/01/2020	\$41.90	\$11.50	\$7.10	\$0.00	\$60.50
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.25	\$7.70	\$15.20	\$0.00	\$61.15
	12/01/2018	\$39.20	\$7.70	\$15.20	\$0.00	\$62.10
	06/01/2019	\$40.20	\$7.70	\$15.20	\$0.00	\$63.10
	12/01/2019	\$41.20	\$7.70	\$15.20	\$0.00	\$64.10
	06/01/2020	\$42.19	\$7.70	\$15.20	\$0.00	\$65.09
	12/01/2020	\$43.17	\$7.70	\$15.20	\$0.00	\$66.07
	06/01/2021	\$44.19	\$7.70	\$15.20	\$0.00	\$67.09
	12/01/2021	\$45.20	\$7.70	\$15.20	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.25	\$7.70	\$15.20	\$0.00	\$61.15
	12/01/2018	\$39.20	\$7.70	\$15.20	\$0.00	\$62.10
	06/01/2019	\$40.20	\$7.70	\$15.20	\$0.00	\$63.10
	12/01/2019	\$41.20	\$7.70	\$15.20	\$0.00	\$64.10
	06/01/2020	\$42.19	\$7.70	\$15.20	\$0.00	\$65.09
	12/01/2020	\$43.17	\$7.70	\$15.20	\$0.00	\$66.07
	06/01/2021	\$44.19	\$7.70	\$15.20	\$0.00	\$67.09
	12/01/2021	\$45.20	\$7.70	\$15.20	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.75	\$7.70	\$15.20	\$0.00	\$61.65
	12/01/2018	\$39.70	\$7.70	\$15.20	\$0.00	\$62.60
	06/01/2019	\$40.70	\$7.70	\$15.20	\$0.00	\$63.60
	12/01/2019	\$41.70	\$7.70	\$15.20	\$0.00	\$64.60
	06/01/2020	\$42.69	\$7.70	\$15.20	\$0.00	\$65.59
	12/01/2020	\$43.67	\$7.70	\$15.20	\$0.00	\$66.57
	06/01/2021	\$44.69	\$7.70	\$15.20	\$0.00	\$67.59
	12/01/2021	\$45.70	\$7.70	\$15.20	\$0.00	\$68.60
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2017

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

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (BOSTON)</i>	02/01/2018	\$52.06	\$10.75	\$20.03	\$0.00	\$82.84
	08/01/2018	\$53.41	\$10.75	\$20.16	\$0.00	\$84.32
	02/01/2019	\$54.05	\$10.75	\$20.16	\$0.00	\$84.96
	08/01/2019	\$55.40	\$10.75	\$20.30	\$0.00	\$86.45
	02/01/2020	\$56.04	\$10.75	\$20.30	\$0.00	\$87.09
	08/01/2020	\$57.39	\$10.75	\$20.45	\$0.00	\$88.59
	02/01/2021	\$58.03	\$10.75	\$20.45	\$0.00	\$89.23
	08/01/2021	\$59.43	\$10.75	\$20.61	\$0.00	\$90.79
	02/01/2022	\$60.02	\$10.75	\$20.61	\$0.00	\$91.38

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$10.75	\$20.03	\$0.00	\$56.81
2	60	\$31.24	\$10.75	\$20.03	\$0.00	\$62.02
3	70	\$36.44	\$10.75	\$20.03	\$0.00	\$67.22
4	80	\$41.65	\$10.75	\$20.03	\$0.00	\$72.43
5	90	\$46.85	\$10.75	\$20.03	\$0.00	\$77.63

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.71	\$10.75	\$20.16	\$0.00	\$57.62
2	60	\$32.05	\$10.75	\$20.16	\$0.00	\$62.96
3	70	\$37.39	\$10.75	\$20.16	\$0.00	\$68.30
4	80	\$42.73	\$10.75	\$20.16	\$0.00	\$73.64
5	90	\$48.07	\$10.75	\$20.16	\$0.00	\$78.98

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	06/01/2018	\$39.10	\$7.70	\$15.40	\$0.00	\$62.20
	12/01/2018	\$40.05	\$7.70	\$15.40	\$0.00	\$63.15
	06/01/2019	\$41.05	\$7.70	\$15.40	\$0.00	\$64.15
	12/01/2019	\$42.05	\$7.70	\$15.40	\$0.00	\$65.15
	06/01/2020	\$43.04	\$7.70	\$15.40	\$0.00	\$66.14
	12/01/2020	\$44.02	\$7.70	\$15.40	\$0.00	\$67.12
	06/01/2021	\$45.04	\$7.70	\$15.40	\$0.00	\$68.14
	12/01/2021	\$46.05	\$7.70	\$15.40	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	06/01/2018	\$37.95	\$7.70	\$15.40	\$0.00	\$61.05
	12/01/2018	\$38.90	\$7.70	\$15.40	\$0.00	\$62.00
	06/01/2019	\$39.90	\$7.70	\$15.40	\$0.00	\$63.00
	12/01/2019	\$40.90	\$7.70	\$15.40	\$0.00	\$64.00
	06/01/2020	\$41.89	\$7.70	\$15.40	\$0.00	\$64.99
	12/01/2020	\$42.87	\$7.70	\$15.40	\$0.00	\$65.97
	06/01/2021	\$43.89	\$7.70	\$15.40	\$0.00	\$66.99
	12/01/2021	\$44.90	\$7.70	\$15.40	\$0.00	\$68.00

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>	06/01/2018	\$37.95	\$7.70	\$15.40	\$0.00	\$61.05
	12/01/2018	\$38.90	\$7.70	\$15.40	\$0.00	\$62.00
	06/01/2019	\$39.90	\$7.70	\$15.40	\$0.00	\$63.00
	12/01/2019	\$40.90	\$7.70	\$15.40	\$0.00	\$64.00
	06/01/2020	\$41.89	\$7.70	\$15.40	\$0.00	\$64.99
	12/01/2020	\$42.87	\$7.70	\$15.40	\$0.00	\$65.97
	06/01/2021	\$43.89	\$7.70	\$15.40	\$0.00	\$66.99
	12/01/2021	\$44.90	\$7.70	\$15.40	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.25	\$7.70	\$15.20	\$0.00	\$61.15
	12/01/2018	\$39.20	\$7.70	\$15.20	\$0.00	\$62.10
	06/01/2019	\$40.20	\$7.70	\$15.20	\$0.00	\$63.10
	12/01/2019	\$41.20	\$7.70	\$15.20	\$0.00	\$64.10
	06/01/2020	\$42.19	\$7.70	\$15.20	\$0.00	\$65.09
	12/01/2020	\$43.17	\$7.70	\$15.20	\$0.00	\$66.07
	06/01/2021	\$44.19	\$7.70	\$15.20	\$0.00	\$67.09
	12/01/2021	\$45.20	\$7.70	\$15.20	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2018	\$40.28	\$9.90	\$17.50	\$0.00	\$67.68
	09/01/2018	\$41.32	\$9.90	\$17.50	\$0.00	\$68.72
	03/01/2019	\$42.35	\$9.90	\$17.50	\$0.00	\$69.75

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.14	\$9.90	\$1.73	\$0.00	\$31.77
2	60	\$24.17	\$9.90	\$1.73	\$0.00	\$35.80
3	70	\$28.20	\$9.90	\$12.31	\$0.00	\$50.41
4	75	\$30.21	\$9.90	\$12.31	\$0.00	\$52.42
5	80	\$32.22	\$9.90	\$14.04	\$0.00	\$56.16
6	80	\$32.22	\$9.90	\$14.04	\$0.00	\$56.16
7	90	\$36.25	\$9.90	\$15.77	\$0.00	\$61.92
8	90	\$36.25	\$9.90	\$15.77	\$0.00	\$61.92

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.66	\$9.90	\$1.73	\$0.00	\$32.29
2	60	\$24.79	\$9.90	\$1.73	\$0.00	\$36.42
3	70	\$28.92	\$9.90	\$12.31	\$0.00	\$51.13
4	75	\$30.99	\$9.90	\$12.31	\$0.00	\$53.20
5	80	\$33.06	\$9.90	\$14.04	\$0.00	\$57.00
6	80	\$33.06	\$9.90	\$14.04	\$0.00	\$57.00
7	90	\$37.19	\$9.90	\$15.77	\$0.00	\$62.86
8	90	\$37.19	\$9.90	\$15.77	\$0.00	\$62.86

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$29.76/ 3&4 \$35.45/ 5&6 \$52.14/ 7&8 \$57.89

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2018	\$26.67	\$7.07	\$7.86	\$0.00	\$41.60
CARPENTERS -ZONE 2 (Wood Frame)	10/01/2018	\$27.09	\$7.07	\$7.86	\$0.00	\$42.02
	04/01/2019	\$27.52	\$7.07	\$7.86	\$0.00	\$42.45
	10/01/2019	\$27.95	\$7.07	\$7.86	\$0.00	\$42.88

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 2

Effective Date - 04/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.00	\$7.07	\$0.00	\$0.00	\$23.07
2	60	\$16.00	\$7.07	\$0.00	\$0.00	\$23.07
3	65	\$17.34	\$7.07	\$7.86	\$0.00	\$32.27
4	70	\$18.67	\$7.07	\$7.86	\$0.00	\$33.60
5	75	\$20.00	\$7.07	\$7.86	\$0.00	\$34.93
6	80	\$21.34	\$7.07	\$7.86	\$0.00	\$36.27
7	85	\$22.67	\$7.07	\$7.86	\$0.00	\$37.60
8	90	\$24.00	\$7.07	\$7.86	\$0.00	\$38.93

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.25	\$7.07	\$0.00	\$0.00	\$23.32
2	60	\$16.25	\$7.07	\$0.00	\$0.00	\$23.32
3	65	\$17.61	\$7.07	\$7.86	\$0.00	\$32.54
4	70	\$18.96	\$7.07	\$7.86	\$0.00	\$33.89
5	75	\$20.32	\$7.07	\$7.86	\$0.00	\$35.25
6	80	\$21.67	\$7.07	\$7.86	\$0.00	\$36.60
7	85	\$23.03	\$7.07	\$7.86	\$0.00	\$37.96
8	90	\$24.38	\$7.07	\$7.86	\$0.00	\$39.31

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$19.07/ 3&4 \$26.49/ 5&6 \$33.60/ 7&8 \$36.27

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME (All Other Work) CARPENTERS -ZONE 2 (Wood Frame)	06/01/2016	\$25.32	\$9.80	\$16.82	\$0.00	\$51.94
CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (BOSTON)	01/01/2018	\$46.02	\$12.35	\$22.41	\$0.30	\$81.08
	07/01/2018	\$46.20	\$12.42	\$22.41	\$0.30	\$81.33
	01/01/2019	\$47.58	\$12.42	\$22.41	\$0.30	\$82.71
	07/01/2019	\$48.32	\$12.42	\$22.41	\$0.30	\$83.45
	01/01/2020	\$49.72	\$12.42	\$22.41	\$0.30	\$84.85

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.01	\$12.35	\$15.41	\$0.00	\$50.77
2	60	\$27.61	\$12.35	\$17.41	\$0.30	\$57.67
3	65	\$29.91	\$12.35	\$18.41	\$0.30	\$60.97
4	70	\$32.21	\$12.35	\$19.41	\$0.30	\$64.27
5	75	\$34.52	\$12.35	\$20.41	\$0.30	\$67.58
6	80	\$36.82	\$12.35	\$21.41	\$0.30	\$70.88
7	90	\$41.42	\$12.35	\$22.41	\$0.30	\$76.48

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.10	\$12.42	\$15.41	\$0.00	\$50.93
2	60	\$27.72	\$12.42	\$17.41	\$0.30	\$57.85
3	65	\$30.03	\$12.42	\$18.41	\$0.30	\$61.16
4	70	\$32.34	\$12.42	\$19.41	\$0.30	\$64.47
5	75	\$34.65	\$12.42	\$20.41	\$0.30	\$67.78
6	80	\$36.96	\$12.42	\$21.41	\$0.30	\$71.09
7	90	\$41.58	\$12.42	\$22.41	\$0.30	\$76.71

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	06/01/2018	\$38.25	\$7.70	\$15.20	\$0.00	\$61.15
LABORERS - ZONE 1	12/01/2018	\$39.20	\$7.70	\$15.20	\$0.00	\$62.10
	06/01/2019	\$40.20	\$7.70	\$15.20	\$0.00	\$63.10
	12/01/2019	\$41.20	\$7.70	\$15.20	\$0.00	\$64.10
	06/01/2020	\$42.19	\$7.70	\$15.20	\$0.00	\$65.09
	12/01/2020	\$43.17	\$7.70	\$15.20	\$0.00	\$66.07
	06/01/2021	\$44.19	\$7.70	\$15.20	\$0.00	\$67.09
	12/01/2021	\$45.20	\$7.70	\$15.20	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2017	\$47.63	\$10.50	\$15.50	\$0.00	\$73.63
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR	12/01/2017	\$31.80	\$10.50	\$15.50	\$0.00	\$57.80
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	01/01/2018	\$49.66	\$8.10	\$19.55	\$0.00	\$77.31
	07/01/2018	\$50.01	\$8.15	\$20.15	\$0.00	\$78.31
	01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00	\$79.36
	07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00	\$80.46
	01/01/2020	\$52.56	\$8.15	\$20.85	\$0.00	\$81.56
	07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00	\$82.66
	01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00	\$83.76

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.83	\$8.10	\$0.00	\$0.00	\$32.93
2	55	\$27.31	\$8.10	\$5.06	\$0.00	\$40.47
3	60	\$29.80	\$8.10	\$5.52	\$0.00	\$43.42
4	65	\$32.28	\$8.10	\$5.98	\$0.00	\$46.36
5	70	\$34.76	\$8.10	\$16.79	\$0.00	\$59.65
6	75	\$37.25	\$8.10	\$17.25	\$0.00	\$62.60
7	80	\$39.73	\$8.10	\$17.71	\$0.00	\$65.54
8	90	\$44.69	\$8.10	\$18.63	\$0.00	\$71.42

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.01	\$8.15	\$0.00	\$0.00	\$33.16
2	55	\$27.51	\$8.15	\$5.34	\$0.00	\$41.00
3	60	\$30.01	\$8.15	\$5.82	\$0.00	\$43.98
4	65	\$32.51	\$8.15	\$6.31	\$0.00	\$46.97
5	70	\$35.01	\$8.15	\$17.24	\$0.00	\$60.40
6	75	\$37.51	\$8.15	\$17.73	\$0.00	\$63.39
7	80	\$40.01	\$8.15	\$18.21	\$0.00	\$66.37
8	90	\$45.01	\$8.15	\$19.18	\$0.00	\$72.34

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 1	06/01/2018	\$38.15	\$7.70	\$15.20	\$0.00	\$61.05
	12/01/2018	\$39.10	\$7.70	\$15.20	\$0.00	\$62.00
	06/01/2019	\$40.10	\$7.70	\$15.20	\$0.00	\$63.00
	12/01/2019	\$41.10	\$7.70	\$15.20	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	06/01/2018	\$39.15	\$7.70	\$15.20	\$0.00	\$62.05
	12/01/2018	\$40.10	\$7.70	\$15.20	\$0.00	\$63.00
	06/01/2019	\$41.10	\$7.70	\$15.20	\$0.00	\$64.00
	12/01/2019	\$42.10	\$7.70	\$15.20	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BURNERS <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.90	\$7.70	\$15.20	\$0.00	\$61.80
	12/01/2018	\$39.85	\$7.70	\$15.20	\$0.00	\$62.75
	06/01/2019	\$40.85	\$7.70	\$15.20	\$0.00	\$63.75
	12/01/2019	\$41.85	\$7.70	\$15.20	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 1</i>	06/01/2018	\$39.15	\$7.70	\$15.20	\$0.00	\$62.05
	12/01/2018	\$40.10	\$7.70	\$15.20	\$0.00	\$63.00
	06/01/2019	\$41.10	\$7.70	\$15.20	\$0.00	\$64.00
	12/01/2019	\$42.10	\$7.70	\$15.20	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.90	\$7.70	\$15.20	\$0.00	\$61.80
	12/01/2018	\$39.85	\$7.70	\$15.20	\$0.00	\$62.75
	06/01/2019	\$40.85	\$7.70	\$15.20	\$0.00	\$63.75
	12/01/2019	\$41.85	\$7.70	\$15.20	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.15	\$7.70	\$15.20	\$0.00	\$61.05
	12/01/2018	\$39.10	\$7.70	\$15.20	\$0.00	\$62.00
	06/01/2019	\$40.10	\$7.70	\$15.20	\$0.00	\$63.00
	12/01/2019	\$41.10	\$7.70	\$15.20	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2017	\$61.98	\$9.90	\$21.15	\$0.00	\$93.03
	08/01/2018	\$65.20	\$9.90	\$21.15	\$0.00	\$96.25
	08/01/2019	\$68.52	\$9.90	\$21.15	\$0.00	\$99.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2017	\$44.27	\$9.90	\$21.15	\$0.00	\$75.32
	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2017	\$66.41	\$9.90	\$21.15	\$0.00	\$97.46
	08/01/2018	\$69.86	\$9.90	\$21.15	\$0.00	\$100.91
	08/01/2019	\$73.41	\$9.90	\$21.15	\$0.00	\$104.46
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2017	\$92.97	\$9.90	\$21.15	\$0.00	\$124.02
	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i>	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
	03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
	03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46

Apprentice - ELECTRICIAN - Local 103

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.06	\$13.00	\$0.60	\$0.00	\$33.66
2	40	\$20.06	\$13.00	\$0.60	\$0.00	\$33.66
3	45	\$22.57	\$13.00	\$13.61	\$0.00	\$49.18
4	45	\$22.57	\$13.00	\$13.61	\$0.00	\$49.18
5	50	\$25.08	\$13.00	\$13.99	\$0.00	\$52.07
6	55	\$27.58	\$13.00	\$14.38	\$0.00	\$54.96
7	60	\$30.09	\$13.00	\$14.76	\$0.00	\$57.85
8	65	\$32.60	\$13.00	\$15.15	\$0.00	\$60.75
9	70	\$35.11	\$13.00	\$15.53	\$0.00	\$63.64
10	75	\$37.61	\$13.00	\$15.93	\$0.00	\$66.54

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.54	\$13.00	\$0.62	\$0.00	\$34.16
2	40	\$20.54	\$13.00	\$0.62	\$0.00	\$34.16
3	45	\$23.10	\$13.00	\$13.62	\$0.00	\$49.72
4	45	\$23.10	\$13.00	\$13.62	\$0.00	\$49.72
5	50	\$25.67	\$13.00	\$14.01	\$0.00	\$52.68
6	55	\$28.24	\$13.00	\$14.40	\$0.00	\$55.64
7	60	\$30.80	\$13.00	\$14.78	\$0.00	\$58.58
8	65	\$33.37	\$13.00	\$15.17	\$0.00	\$61.54
9	70	\$35.94	\$13.00	\$15.56	\$0.00	\$64.50
10	75	\$38.51	\$13.00	\$15.96	\$0.00	\$67.47

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

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2018	\$57.62	\$15.43	\$16.61	\$0.00	\$89.66
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
	01/01/2020	\$61.42	\$15.73	\$18.41	\$0.00	\$95.56
	01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.81	\$15.43	\$0.00	\$0.00	\$44.24
2	55	\$31.69	\$15.43	\$16.61	\$0.00	\$63.73
3	65	\$37.45	\$15.43	\$16.61	\$0.00	\$69.49
4	70	\$40.33	\$15.43	\$16.61	\$0.00	\$72.37
5	80	\$46.10	\$15.43	\$16.61	\$0.00	\$78.14

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.74	\$15.58	\$0.00	\$0.00	\$45.32
2	55	\$32.71	\$15.58	\$17.51	\$0.00	\$65.80
3	65	\$38.66	\$15.58	\$17.51	\$0.00	\$71.75
4	70	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
5	80	\$47.58	\$15.58	\$17.51	\$0.00	\$80.67

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2018	\$40.33	\$15.43	\$16.61	\$0.00	\$72.37
	01/01/2019	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
	01/01/2020	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
	01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.25	\$7.70	\$15.20	\$0.00	\$61.15
	12/01/2018	\$39.20	\$7.70	\$15.20	\$0.00	\$62.10
	06/01/2019	\$40.20	\$7.70	\$15.20	\$0.00	\$63.10
	12/01/2019	\$41.20	\$7.70	\$15.20	\$0.00	\$64.10
	06/01/2020	\$42.19	\$7.70	\$15.20	\$0.00	\$65.09
	12/01/2020	\$43.17	\$7.70	\$15.20	\$0.00	\$66.07
	06/01/2021	\$44.19	\$7.70	\$15.20	\$0.00	\$67.09
	12/01/2021	\$45.20	\$7.70	\$15.20	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2018	\$42.84	\$10.50	\$15.50	\$0.00	\$68.84
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2018	\$44.31	\$10.50	\$15.50	\$0.00	\$70.31
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2018	\$22.51	\$10.50	\$15.50	\$0.00	\$48.51
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
	03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 103</i>	03/01/2018	\$37.61	\$13.00	\$15.93	\$0.00	\$66.54
	09/01/2018	\$38.51	\$13.00	\$15.96	\$0.00	\$67.47
	03/01/2019	\$39.40	\$13.00	\$15.98	\$0.00	\$68.38
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$38.57	\$10.50	\$15.50	\$0.00	\$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	06/01/2018	\$21.50	\$7.70	\$15.20	\$0.00	\$44.40
	12/01/2018	\$22.50	\$7.70	\$15.20	\$0.00	\$45.40
	06/01/2019	\$22.50	\$7.70	\$15.20	\$0.00	\$45.40
	12/01/2019	\$23.50	\$7.70	\$15.20	\$0.00	\$46.40
	06/01/2020	\$23.50	\$7.70	\$15.20	\$0.00	\$46.40
	12/01/2020	\$24.50	\$7.70	\$15.20	\$0.00	\$47.40
	06/01/2021	\$24.50	\$7.70	\$15.20	\$0.00	\$47.40
	12/01/2021	\$24.50	\$7.70	\$15.20	\$0.00	\$47.40
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 03/01/2016

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

Notes: Steps are 750 hrs.

% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)

Step 1&2 \$30.55/ 3&4 \$36.49/ 5&6 \$53.33/ 7&8 \$59.33

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$31.80	\$10.50	\$15.50	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2018	\$39.16	\$8.10	\$19.55	\$0.00	\$66.81
	07/01/2018	\$39.51	\$8.15	\$20.15	\$0.00	\$67.81
	01/01/2019	\$39.86	\$8.15	\$20.85	\$0.00	\$68.86
	07/01/2019	\$40.96	\$8.15	\$20.85	\$0.00	\$69.96
	01/01/2020	\$42.06	\$8.15	\$20.85	\$0.00	\$71.06
	07/01/2020	\$43.16	\$8.15	\$20.85	\$0.00	\$72.16
	01/01/2021	\$44.26	\$8.15	\$20.85	\$0.00	\$73.26

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.58	\$8.10	\$0.00	\$0.00	\$27.68
2	55	\$21.54	\$8.10	\$5.06	\$0.00	\$34.70
3	60	\$23.50	\$8.10	\$5.52	\$0.00	\$37.12
4	65	\$25.45	\$8.10	\$5.98	\$0.00	\$39.53
5	70	\$27.41	\$8.10	\$16.79	\$0.00	\$52.30
6	75	\$29.37	\$8.10	\$17.25	\$0.00	\$54.72
7	80	\$31.33	\$8.10	\$17.71	\$0.00	\$57.14
8	90	\$35.24	\$8.10	\$18.63	\$0.00	\$61.97

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.76	\$8.15	\$0.00	\$0.00	\$27.91
2	55	\$21.73	\$8.15	\$5.34	\$0.00	\$35.22
3	60	\$23.71	\$8.15	\$5.82	\$0.00	\$37.68
4	65	\$25.68	\$8.15	\$6.31	\$0.00	\$40.14
5	70	\$27.66	\$8.15	\$17.24	\$0.00	\$53.05
6	75	\$29.63	\$8.15	\$17.73	\$0.00	\$55.51
7	80	\$31.61	\$8.15	\$18.21	\$0.00	\$57.97
8	90	\$35.56	\$8.15	\$19.18	\$0.00	\$62.89

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
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Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.65	\$10.50	\$0.00	\$0.00	\$36.15
2	60	\$27.98	\$10.50	\$15.50	\$0.00	\$53.98
3	65	\$30.31	\$10.50	\$15.50	\$0.00	\$56.31
4	70	\$32.64	\$10.50	\$15.50	\$0.00	\$58.64
5	75	\$34.97	\$10.50	\$15.50	\$0.00	\$60.97
6	80	\$37.30	\$10.50	\$15.50	\$0.00	\$63.30
7	85	\$39.64	\$10.50	\$15.50	\$0.00	\$65.64
8	90	\$41.97	\$10.50	\$15.50	\$0.00	\$67.97

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
	03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537	09/01/2017	\$51.44	\$9.95	\$18.74	\$0.00	\$80.13
	09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
	09/01/2019	\$54.44	\$9.95	\$18.74	\$0.00	\$83.13
	09/01/2020	\$55.94	\$9.95	\$18.74	\$0.00	\$84.63

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

HVAC MECHANIC PIPEFITTERS LOCAL 537	09/01/2017	\$51.44	\$9.95	\$18.74	\$0.00	\$80.13
	09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
	09/01/2019	\$54.44	\$9.95	\$18.74	\$0.00	\$83.13
	09/01/2020	\$55.94	\$9.95	\$18.74	\$0.00	\$84.63

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

HYDRAULIC DRILLS LABORERS - ZONE 1	06/01/2018	\$38.75	\$7.70	\$15.20	\$0.00	\$61.65
	12/01/2018	\$39.70	\$7.70	\$15.20	\$0.00	\$62.60
	06/01/2019	\$40.70	\$7.70	\$15.20	\$0.00	\$63.60
	12/01/2019	\$41.70	\$7.70	\$15.20	\$0.00	\$64.60
	06/01/2020	\$42.69	\$7.70	\$15.20	\$0.00	\$65.59
	12/01/2020	\$43.67	\$7.70	\$15.20	\$0.00	\$66.57
	06/01/2021	\$44.69	\$7.70	\$15.20	\$0.00	\$67.59
12/01/2021	\$45.70	\$7.70	\$15.20	\$0.00	\$68.60	

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2017	\$47.09	\$11.75	\$14.20	\$0.00	\$73.04
	09/01/2018	\$49.34	\$11.75	\$14.20	\$0.00	\$75.29
	09/01/2019	\$51.84	\$11.75	\$14.20	\$0.00	\$77.79

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

Effective Date - 09/01/2017

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

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.67	\$11.75	\$10.45	\$0.00	\$46.87
2	60	\$29.60	\$11.75	\$11.20	\$0.00	\$52.55
3	70	\$34.54	\$11.75	\$11.95	\$0.00	\$58.24
4	80	\$39.47	\$11.75	\$12.70	\$0.00	\$63.92

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	03/16/2017	\$44.65	\$7.80	\$20.85	\$0.00	\$73.30
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Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2017

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

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.25	\$7.70	\$15.20	\$0.00	\$61.15
	12/01/2018	\$39.20	\$7.70	\$15.20	\$0.00	\$62.10
	06/01/2019	\$40.20	\$7.70	\$15.20	\$0.00	\$63.10
	12/01/2019	\$41.20	\$7.70	\$15.20	\$0.00	\$64.10
	06/01/2020	\$42.19	\$7.70	\$15.20	\$0.00	\$65.09
	12/01/2020	\$43.17	\$7.70	\$15.20	\$0.00	\$66.07
	06/01/2021	\$44.19	\$7.70	\$15.20	\$0.00	\$67.09
	12/01/2021	\$45.20	\$7.70	\$15.20	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

LABORER <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.00	\$7.70	\$15.20	\$0.00	\$60.90
	12/01/2018	\$38.95	\$7.70	\$15.20	\$0.00	\$61.85
	06/01/2019	\$39.95	\$7.70	\$15.20	\$0.00	\$62.85
	12/01/2019	\$40.95	\$7.70	\$15.20	\$0.00	\$63.85
	06/01/2020	\$41.94	\$7.70	\$15.20	\$0.00	\$64.84
	12/01/2020	\$42.92	\$7.70	\$15.20	\$0.00	\$65.82
	06/01/2021	\$43.94	\$7.70	\$15.20	\$0.00	\$66.84
	12/01/2021	\$44.95	\$7.70	\$15.20	\$0.00	\$67.85

Apprentice - LABORER - Zone 1

Effective Date - 06/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.80	\$7.70	\$15.20	\$0.00	\$45.70
2	70	\$26.60	\$7.70	\$15.20	\$0.00	\$49.50
3	80	\$30.40	\$7.70	\$15.20	\$0.00	\$53.30
4	90	\$34.20	\$7.70	\$15.20	\$0.00	\$57.10

Effective Date - 12/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.37	\$7.70	\$15.20	\$0.00	\$46.27
2	70	\$27.27	\$7.70	\$15.20	\$0.00	\$50.17
3	80	\$31.16	\$7.70	\$15.20	\$0.00	\$54.06
4	90	\$35.06	\$7.70	\$15.20	\$0.00	\$57.96

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.00	\$7.70	\$15.20	\$0.00	\$60.90
	12/01/2018	\$38.95	\$7.70	\$15.20	\$0.00	\$61.85
	06/01/2019	\$39.95	\$7.70	\$15.20	\$0.00	\$62.85
	12/01/2019	\$40.95	\$7.70	\$15.20	\$0.00	\$63.85
	06/01/2020	\$41.94	\$7.70	\$15.20	\$0.00	\$64.84
	12/01/2020	\$42.92	\$7.70	\$15.20	\$0.00	\$65.82
	06/01/2021	\$43.94	\$7.70	\$15.20	\$0.00	\$66.84
	12/01/2021	\$44.95	\$7.70	\$15.20	\$0.00	\$67.85

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.00	\$7.70	\$15.20	\$0.00	\$60.90
	12/01/2018	\$38.95	\$7.70	\$15.20	\$0.00	\$61.85
	06/01/2019	\$39.95	\$7.70	\$15.20	\$0.00	\$62.85
	12/01/2019	\$40.95	\$7.70	\$15.20	\$0.00	\$63.85
	06/01/2020	\$41.94	\$7.70	\$15.20	\$0.00	\$64.84
	12/01/2020	\$42.92	\$7.70	\$15.20	\$0.00	\$65.82
	06/01/2021	\$43.94	\$7.70	\$15.20	\$0.00	\$66.84
	12/01/2021	\$44.95	\$7.70	\$15.20	\$0.00	\$67.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.15	\$7.70	\$15.20	\$0.00	\$61.05
	12/01/2018	\$39.10	\$7.70	\$15.20	\$0.00	\$62.00
	06/01/2019	\$40.10	\$7.70	\$15.20	\$0.00	\$63.00
	12/01/2019	\$41.10	\$7.70	\$15.20	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.25	\$7.70	\$15.20	\$0.00	\$61.15
	12/01/2018	\$39.20	\$7.70	\$15.20	\$0.00	\$62.10
	06/01/2019	\$40.20	\$7.70	\$15.20	\$0.00	\$63.10
	12/01/2019	\$41.20	\$7.70	\$15.20	\$0.00	\$64.10
	06/01/2020	\$42.19	\$7.70	\$15.20	\$0.00	\$65.09
	12/01/2020	\$43.17	\$7.70	\$15.20	\$0.00	\$66.07
	06/01/2021	\$44.19	\$7.70	\$15.20	\$0.00	\$67.09
	12/01/2021	\$45.20	\$7.70	\$15.20	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.00	\$7.70	\$15.20	\$0.00	\$60.90
	12/01/2018	\$38.95	\$7.70	\$15.20	\$0.00	\$61.85
	06/01/2019	\$39.95	\$7.70	\$15.20	\$0.00	\$62.85
	12/01/2019	\$40.95	\$7.70	\$15.20	\$0.00	\$63.85
	06/01/2020	\$41.94	\$7.70	\$15.20	\$0.00	\$64.84
	12/01/2020	\$42.92	\$7.70	\$15.20	\$0.00	\$65.82
	06/01/2021	\$43.94	\$7.70	\$15.20	\$0.00	\$66.84
	12/01/2021	\$44.95	\$7.70	\$15.20	\$0.00	\$67.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.00	\$7.70	\$15.20	\$0.00	\$60.90
	12/01/2018	\$38.95	\$7.70	\$15.20	\$0.00	\$61.85
	06/01/2019	\$39.95	\$7.70	\$15.20	\$0.00	\$62.85
	12/01/2019	\$40.95	\$7.70	\$15.20	\$0.00	\$63.85
	06/01/2020	\$41.94	\$7.70	\$15.20	\$0.00	\$64.84
	12/01/2020	\$42.92	\$7.70	\$15.20	\$0.00	\$65.82
	06/01/2021	\$43.94	\$7.70	\$15.20	\$0.00	\$66.84
	12/01/2021	\$44.95	\$7.70	\$15.20	\$0.00	\$67.85

This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.25	\$7.70	\$15.20	\$0.00	\$61.15
	12/01/2018	\$39.20	\$7.70	\$15.20	\$0.00	\$62.10
	06/01/2019	\$40.20	\$7.70	\$15.20	\$0.00	\$63.10
	12/01/2019	\$41.20	\$7.70	\$15.20	\$0.00	\$64.10
	06/01/2020	\$42.19	\$7.70	\$15.20	\$0.00	\$65.09
	12/01/2020	\$43.17	\$7.70	\$15.20	\$0.00	\$66.07
	06/01/2021	\$44.19	\$7.70	\$15.20	\$0.00	\$67.09
	12/01/2021	\$45.20	\$7.70	\$15.20	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2018	\$39.82	\$10.75	\$18.34	\$0.00	\$68.91
	08/01/2018	\$40.90	\$10.75	\$18.47	\$0.00	\$70.12
	02/01/2019	\$41.41	\$10.75	\$18.47	\$0.00	\$70.63
	08/01/2019	\$42.49	\$10.75	\$18.61	\$0.00	\$71.85
	02/01/2020	\$43.00	\$10.75	\$18.61	\$0.00	\$72.36
	08/01/2020	\$44.08	\$10.75	\$18.76	\$0.00	\$73.59
	02/01/2021	\$44.59	\$10.75	\$18.76	\$0.00	\$74.10
	08/01/2021	\$45.71	\$10.75	\$18.92	\$0.00	\$75.38
	02/01/2022	\$46.18	\$10.75	\$18.92	\$0.00	\$75.85

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

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.91	\$10.75	\$18.34	\$0.00	\$49.00
2	60	\$23.89	\$10.75	\$18.34	\$0.00	\$52.98
3	70	\$27.87	\$10.75	\$18.34	\$0.00	\$56.96
4	80	\$31.86	\$10.75	\$18.34	\$0.00	\$60.95
5	90	\$35.84	\$10.75	\$18.34	\$0.00	\$64.93

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.45	\$10.75	\$18.47	\$0.00	\$49.67
2	60	\$24.54	\$10.75	\$18.47	\$0.00	\$53.76
3	70	\$28.63	\$10.75	\$18.47	\$0.00	\$57.85
4	80	\$32.72	\$10.75	\$18.47	\$0.00	\$61.94
5	90	\$36.81	\$10.75	\$18.47	\$0.00	\$66.03

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2018	\$52.10	\$10.75	\$20.03	\$0.00	\$82.88
	08/01/2018	\$53.45	\$10.75	\$20.16	\$0.00	\$84.36
	02/01/2019	\$54.07	\$10.75	\$20.16	\$0.00	\$84.98
	08/01/2019	\$55.42	\$10.75	\$20.30	\$0.00	\$86.47
	02/01/2020	\$56.05	\$10.75	\$20.30	\$0.00	\$87.10
	08/01/2020	\$57.40	\$10.75	\$20.45	\$0.00	\$88.60
	02/01/2021	\$58.04	\$10.75	\$20.45	\$0.00	\$89.24
	08/01/2021	\$59.44	\$10.75	\$20.61	\$0.00	\$90.80
	02/01/2022	\$60.01	\$10.75	\$20.61	\$0.00	\$91.37

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

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.05	\$10.75	\$20.03	\$0.00	\$56.83
2	60	\$31.26	\$10.75	\$20.03	\$0.00	\$62.04
3	70	\$36.47	\$10.75	\$20.03	\$0.00	\$67.25
4	80	\$41.68	\$10.75	\$20.03	\$0.00	\$72.46
5	90	\$46.89	\$10.75	\$20.03	\$0.00	\$77.67

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.73	\$10.75	\$20.16	\$0.00	\$57.64
2	60	\$32.07	\$10.75	\$20.16	\$0.00	\$62.98
3	70	\$37.42	\$10.75	\$20.16	\$0.00	\$68.33
4	80	\$42.76	\$10.75	\$20.16	\$0.00	\$73.67
5	90	\$48.11	\$10.75	\$20.16	\$0.00	\$79.02

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1) <i>MILLWRIGHTS LOCAL 1121 - Zone 1</i>	04/01/2018	\$40.42	\$9.90	\$18.50	\$0.00	\$68.82
	10/01/2018	\$41.32	\$9.90	\$18.50	\$0.00	\$69.72
	04/01/2019	\$42.22	\$9.90	\$18.50	\$0.00	\$70.62

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 04/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.23	\$9.90	\$5.31	\$0.00	\$37.44
2	65	\$26.27	\$9.90	\$15.13	\$0.00	\$51.30
3	75	\$30.32	\$9.90	\$16.10	\$0.00	\$56.32
4	85	\$34.36	\$9.90	\$17.06	\$0.00	\$61.32

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER LABORERS - ZONE 1	06/01/2018	\$38.25	\$7.70	\$15.20	\$0.00	\$61.15
	12/01/2018	\$39.20	\$7.70	\$15.20	\$0.00	\$62.10
	06/01/2019	\$40.20	\$7.70	\$15.20	\$0.00	\$63.10
	12/01/2019	\$41.20	\$7.70	\$15.20	\$0.00	\$64.10
	06/01/2020	\$42.19	\$7.70	\$15.20	\$0.00	\$65.09
	12/01/2020	\$43.17	\$7.70	\$15.20	\$0.00	\$66.07
	06/01/2021	\$44.19	\$7.70	\$15.20	\$0.00	\$67.09
	12/01/2021	\$45.20	\$7.70	\$15.20	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2017	\$23.24	\$10.50	\$15.50	\$0.00	\$49.24
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2017	\$27.40	\$10.50	\$15.50	\$0.00	\$53.40
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2018	\$49.66	\$8.10	\$19.55	\$0.00	\$77.31
	07/01/2018	\$50.01	\$8.15	\$20.15	\$0.00	\$78.31
	01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00	\$79.36
	07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00	\$80.46
	01/01/2020	\$52.56	\$8.15	\$20.85	\$0.00	\$81.56
	07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00	\$82.66
	01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00	\$83.76

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.83	\$8.10	\$0.00	\$0.00	\$32.93
2	55	\$27.31	\$8.10	\$5.06	\$0.00	\$40.47
3	60	\$29.80	\$8.10	\$5.52	\$0.00	\$43.42
4	65	\$32.28	\$8.10	\$5.98	\$0.00	\$46.36
5	70	\$34.76	\$8.10	\$16.79	\$0.00	\$59.65
6	75	\$37.25	\$8.10	\$17.25	\$0.00	\$62.60
7	80	\$39.73	\$8.10	\$17.71	\$0.00	\$65.54
8	90	\$44.69	\$8.10	\$18.63	\$0.00	\$71.42

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.01	\$8.15	\$0.00	\$0.00	\$33.16
2	55	\$27.51	\$8.15	\$5.34	\$0.00	\$41.00
3	60	\$30.01	\$8.15	\$5.82	\$0.00	\$43.98
4	65	\$32.51	\$8.15	\$6.31	\$0.00	\$46.97
5	70	\$35.01	\$8.15	\$17.24	\$0.00	\$60.40
6	75	\$37.51	\$8.15	\$17.73	\$0.00	\$63.39
7	80	\$40.01	\$8.15	\$18.21	\$0.00	\$66.37
8	90	\$45.01	\$8.15	\$19.18	\$0.00	\$72.34

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2018	\$40.56	\$8.10	\$19.55	\$0.00	\$68.21
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2018	\$40.91	\$8.15	\$20.15	\$0.00	\$69.21
	01/01/2019	\$41.26	\$8.15	\$20.85	\$0.00	\$70.26
	07/01/2019	\$42.36	\$8.15	\$20.85	\$0.00	\$71.36
	01/01/2020	\$43.46	\$8.15	\$20.85	\$0.00	\$72.46
	07/01/2020	\$44.56	\$8.15	\$20.85	\$0.00	\$73.56
	01/01/2021	\$45.66	\$8.15	\$20.85	\$0.00	\$74.66

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

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.28	\$8.10	\$0.00	\$0.00	\$28.38
2	55	\$22.31	\$8.10	\$5.06	\$0.00	\$35.47
3	60	\$24.34	\$8.10	\$5.52	\$0.00	\$37.96
4	65	\$26.36	\$8.10	\$5.98	\$0.00	\$40.44
5	70	\$28.39	\$8.10	\$16.79	\$0.00	\$53.28
6	75	\$30.42	\$8.10	\$17.25	\$0.00	\$55.77
7	80	\$32.45	\$8.10	\$17.71	\$0.00	\$58.26
8	90	\$36.50	\$8.10	\$18.63	\$0.00	\$63.23

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$8.15	\$0.00	\$0.00	\$28.61
2	55	\$22.50	\$8.15	\$5.34	\$0.00	\$35.99
3	60	\$24.55	\$8.15	\$5.82	\$0.00	\$38.52
4	65	\$26.59	\$8.15	\$6.31	\$0.00	\$41.05
5	70	\$28.64	\$8.15	\$17.24	\$0.00	\$54.03
6	75	\$30.68	\$8.15	\$17.73	\$0.00	\$56.56
7	80	\$32.73	\$8.15	\$18.21	\$0.00	\$59.09
8	90	\$36.82	\$8.15	\$19.18	\$0.00	\$64.15

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2018	\$38.62	\$8.10	\$19.55	\$0.00	\$66.27
PAINTERS LOCAL 35 - ZONE 2	07/01/2018	\$38.97	\$8.15	\$20.15	\$0.00	\$67.27
	01/01/2019	\$39.32	\$8.15	\$20.85	\$0.00	\$68.32
	07/01/2019	\$40.42	\$8.15	\$20.85	\$0.00	\$69.42
	01/01/2020	\$41.52	\$8.15	\$20.85	\$0.00	\$70.52
	07/01/2020	\$42.62	\$8.15	\$20.85	\$0.00	\$71.62
	01/01/2021	\$43.72	\$8.15	\$20.85	\$0.00	\$72.72

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.31	\$8.10	\$0.00	\$0.00	\$27.41
2	55	\$21.24	\$8.10	\$5.06	\$0.00	\$34.40
3	60	\$23.17	\$8.10	\$5.52	\$0.00	\$36.79
4	65	\$25.10	\$8.10	\$5.98	\$0.00	\$39.18
5	70	\$27.03	\$8.10	\$16.79	\$0.00	\$51.92
6	75	\$28.97	\$8.10	\$17.25	\$0.00	\$54.32
7	80	\$30.90	\$8.10	\$17.71	\$0.00	\$56.71
8	90	\$34.76	\$8.10	\$18.63	\$0.00	\$61.49

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.49	\$8.15	\$0.00	\$0.00	\$27.64
2	55	\$21.43	\$8.15	\$5.34	\$0.00	\$34.92
3	60	\$23.38	\$8.15	\$5.82	\$0.00	\$37.35
4	65	\$25.33	\$8.15	\$6.31	\$0.00	\$39.79
5	70	\$27.28	\$8.15	\$17.24	\$0.00	\$52.67
6	75	\$29.23	\$8.15	\$17.73	\$0.00	\$55.11
7	80	\$31.18	\$8.15	\$18.21	\$0.00	\$57.54
8	90	\$35.07	\$8.15	\$19.18	\$0.00	\$62.40

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS) LABORERS - ZONE 1	06/01/2018	\$38.00	\$7.70	\$15.20	\$0.00	\$60.90
	12/01/2018	\$38.95	\$7.70	\$15.20	\$0.00	\$61.85
	06/01/2019	\$39.95	\$7.70	\$15.20	\$0.00	\$62.85
	12/01/2019	\$40.95	\$7.70	\$15.20	\$0.00	\$63.85
	06/01/2020	\$41.94	\$7.70	\$15.20	\$0.00	\$64.84
	12/01/2020	\$42.92	\$7.70	\$15.20	\$0.00	\$65.82
	06/01/2021	\$43.94	\$7.70	\$15.20	\$0.00	\$66.84
	12/01/2021	\$44.95	\$7.70	\$15.20	\$0.00	\$67.85

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2018	\$39.16	\$8.10	\$19.55	\$0.00	\$66.81
	07/01/2018	\$39.51	\$8.15	\$20.15	\$0.00	\$67.81
	01/01/2019	\$39.86	\$8.15	\$20.85	\$0.00	\$68.86
	07/01/2019	\$40.96	\$8.15	\$20.85	\$0.00	\$69.96
	01/01/2020	\$42.06	\$8.15	\$20.85	\$0.00	\$71.06
	07/01/2020	\$43.16	\$8.15	\$20.85	\$0.00	\$72.16
	01/01/2021	\$44.25	\$8.15	\$20.85	\$0.00	\$73.25

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.58	\$8.10	\$0.00	\$0.00	\$27.68
2	55	\$21.54	\$8.10	\$5.06	\$0.00	\$34.70
3	60	\$23.50	\$8.10	\$5.52	\$0.00	\$37.12
4	65	\$25.45	\$8.10	\$5.98	\$0.00	\$39.53
5	70	\$27.41	\$8.10	\$16.79	\$0.00	\$52.30
6	75	\$29.37	\$8.10	\$17.25	\$0.00	\$54.72
7	80	\$31.33	\$8.10	\$17.71	\$0.00	\$57.14
8	90	\$35.24	\$8.10	\$18.63	\$0.00	\$61.97

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.76	\$8.15	\$0.00	\$0.00	\$27.91
2	55	\$21.73	\$8.15	\$5.34	\$0.00	\$35.22
3	60	\$23.71	\$8.15	\$5.82	\$0.00	\$37.68
4	65	\$25.68	\$8.15	\$6.31	\$0.00	\$40.14
5	70	\$27.66	\$8.15	\$17.24	\$0.00	\$53.05
6	75	\$29.63	\$8.15	\$17.73	\$0.00	\$55.51
7	80	\$31.61	\$8.15	\$18.21	\$0.00	\$57.97
8	90	\$35.56	\$8.15	\$19.18	\$0.00	\$62.89

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT)	01/01/2018	\$37.22	\$8.10	\$19.55	\$0.00	\$64.87
PAINTERS LOCAL 35 - ZONE 2	07/01/2018	\$37.57	\$8.15	\$20.15	\$0.00	\$65.87
	01/01/2019	\$37.92	\$8.15	\$20.85	\$0.00	\$66.92
	07/01/2019	\$39.02	\$8.15	\$20.85	\$0.00	\$68.02
	01/01/2020	\$40.12	\$8.15	\$20.85	\$0.00	\$69.12
	07/01/2020	\$41.22	\$8.15	\$20.85	\$0.00	\$70.22
	01/01/2021	\$42.32	\$8.15	\$20.85	\$0.00	\$71.32

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.61	\$8.10	\$0.00	\$0.00	\$26.71
2	55	\$20.47	\$8.10	\$5.06	\$0.00	\$33.63
3	60	\$22.33	\$8.10	\$5.52	\$0.00	\$35.95
4	65	\$24.19	\$8.10	\$5.98	\$0.00	\$38.27
5	70	\$26.05	\$8.10	\$16.79	\$0.00	\$50.94
6	75	\$27.92	\$8.10	\$17.25	\$0.00	\$53.27
7	80	\$29.78	\$8.10	\$17.71	\$0.00	\$55.59
8	90	\$33.50	\$8.10	\$18.63	\$0.00	\$60.23

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.79	\$8.15	\$0.00	\$0.00	\$26.94
2	55	\$20.66	\$8.15	\$5.34	\$0.00	\$34.15
3	60	\$22.54	\$8.15	\$5.82	\$0.00	\$36.51
4	65	\$24.42	\$8.15	\$6.31	\$0.00	\$38.88
5	70	\$26.30	\$8.15	\$17.14	\$0.00	\$51.59
6	75	\$28.18	\$8.15	\$17.63	\$0.00	\$53.96
7	80	\$30.06	\$8.15	\$18.11	\$0.00	\$56.32
8	90	\$33.81	\$8.15	\$19.08	\$0.00	\$61.04

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$33.08	\$10.91	\$10.89	\$0.00	\$54.88
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2017	\$44.27	\$9.90	\$21.15	\$0.00	\$75.32
	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2017	\$44.27	\$9.90	\$21.15	\$0.00	\$75.32
	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.14	\$9.90	\$21.15	\$0.00	\$53.19
2	60	\$26.56	\$9.90	\$21.15	\$0.00	\$57.61
3	70	\$30.99	\$9.90	\$21.15	\$0.00	\$62.04
4	75	\$33.20	\$9.90	\$21.15	\$0.00	\$64.25
5	80	\$35.42	\$9.90	\$21.15	\$0.00	\$66.47
6	80	\$35.42	\$9.90	\$21.15	\$0.00	\$66.47
7	90	\$39.84	\$9.90	\$21.15	\$0.00	\$70.89
8	90	\$39.84	\$9.90	\$21.15	\$0.00	\$70.89

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.29	\$9.90	\$21.15	\$0.00	\$54.34
2	60	\$27.94	\$9.90	\$21.15	\$0.00	\$58.99
3	70	\$32.60	\$9.90	\$21.15	\$0.00	\$63.65
4	75	\$34.93	\$9.90	\$21.15	\$0.00	\$65.98
5	80	\$37.26	\$9.90	\$21.15	\$0.00	\$68.31
6	80	\$37.26	\$9.90	\$21.15	\$0.00	\$68.31
7	90	\$41.91	\$9.90	\$21.15	\$0.00	\$72.96
8	90	\$41.91	\$9.90	\$21.15	\$0.00	\$72.96

Notes:

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537	09/01/2017	\$51.44	\$9.95	\$18.74	\$0.00	\$80.13
	09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
	09/01/2019	\$54.44	\$9.95	\$18.74	\$0.00	\$83.13
	09/01/2020	\$55.94	\$9.95	\$18.74	\$0.00	\$84.63

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PIPEFITTER - Local 537

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.58	\$9.95	\$7.75	\$0.00	\$38.28
2	45	\$23.15	\$9.95	\$18.74	\$0.00	\$51.84
3	60	\$30.86	\$9.95	\$18.74	\$0.00	\$59.55
4	70	\$36.01	\$9.95	\$18.74	\$0.00	\$64.70
5	80	\$41.15	\$9.95	\$18.74	\$0.00	\$69.84

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.18	\$9.95	\$7.75	\$0.00	\$38.88
2	45	\$23.82	\$9.95	\$18.74	\$0.00	\$52.51
3	60	\$31.76	\$9.95	\$18.74	\$0.00	\$60.45
4	70	\$37.06	\$9.95	\$18.74	\$0.00	\$65.75
5	80	\$42.35	\$9.95	\$18.74	\$0.00	\$71.04

Notes:

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

Apprentice to Journeyworker Ratio:**

PIPELAYER	06/01/2018	\$38.25	\$7.70	\$15.20	\$0.00	\$61.15
LABORERS - ZONE 1	12/01/2018	\$39.20	\$7.70	\$15.20	\$0.00	\$62.10
	06/01/2019	\$40.20	\$7.70	\$15.20	\$0.00	\$63.10
	12/01/2019	\$41.20	\$7.70	\$15.20	\$0.00	\$64.10
	06/01/2020	\$42.19	\$7.70	\$15.20	\$0.00	\$65.09
	12/01/2020	\$43.17	\$7.70	\$15.20	\$0.00	\$66.07
	06/01/2021	\$44.19	\$7.70	\$15.20	\$0.00	\$67.09
	12/01/2021	\$45.20	\$7.70	\$15.20	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS	03/01/2018	\$54.69	\$11.57	\$15.76	\$0.00	\$82.02
PLUMBERS & GASFITTERS LOCAL 12	09/01/2018	\$56.19	\$11.57	\$15.76	\$0.00	\$83.52
	03/01/2019	\$57.69	\$11.57	\$15.76	\$0.00	\$85.02
	09/01/2019	\$59.19	\$11.57	\$15.76	\$0.00	\$86.52
	03/01/2020	\$60.69	\$11.57	\$15.76	\$0.00	\$88.02
	09/01/2020	\$62.19	\$11.57	\$15.76	\$0.00	\$89.52
	03/01/2021	\$63.69	\$11.57	\$15.76	\$0.00	\$91.02

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.14	\$11.57	\$5.72	\$0.00	\$36.43
2	40	\$21.88	\$11.57	\$6.49	\$0.00	\$39.94
3	55	\$30.08	\$11.57	\$8.81	\$0.00	\$50.46
4	65	\$35.55	\$11.57	\$10.36	\$0.00	\$57.48
5	75	\$41.02	\$11.57	\$11.90	\$0.00	\$64.49

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.67	\$11.57	\$5.72	\$0.00	\$36.96
2	40	\$22.48	\$11.57	\$6.49	\$0.00	\$40.54
3	55	\$30.90	\$11.57	\$8.82	\$0.00	\$51.29
4	65	\$36.52	\$11.57	\$10.36	\$0.00	\$58.45
5	75	\$42.14	\$11.57	\$11.90	\$0.00	\$65.61

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$61.00, Step5 with lic\$67.99

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) PIPEFITTERS LOCAL 537	09/01/2017	\$51.44	\$9.95	\$18.74	\$0.00	\$80.13
	09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
	09/01/2019	\$54.44	\$9.95	\$18.74	\$0.00	\$83.13
	09/01/2020	\$55.94	\$9.95	\$18.74	\$0.00	\$84.63

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

PNEUMATIC DRILL/TOOL OPERATOR LABORERS - ZONE 1	06/01/2018	\$38.25	\$7.70	\$15.20	\$0.00	\$61.15
	12/01/2018	\$39.20	\$7.70	\$15.20	\$0.00	\$62.10
	06/01/2019	\$40.20	\$7.70	\$15.20	\$0.00	\$63.10
	12/01/2019	\$41.20	\$7.70	\$15.20	\$0.00	\$64.10
	06/01/2020	\$42.19	\$7.70	\$15.20	\$0.00	\$65.09
	12/01/2020	\$43.17	\$7.70	\$15.20	\$0.00	\$66.07
	06/01/2021	\$44.19	\$7.70	\$15.20	\$0.00	\$67.09
	12/01/2021	\$45.20	\$7.70	\$15.20	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER LABORERS - ZONE 1	06/01/2018	\$39.00	\$7.70	\$15.20	\$0.00	\$61.90
	12/01/2018	\$39.95	\$7.70	\$15.20	\$0.00	\$62.85
	06/01/2019	\$40.95	\$7.70	\$15.20	\$0.00	\$63.85
	12/01/2019	\$41.95	\$7.70	\$15.20	\$0.00	\$64.85
	06/01/2020	\$42.94	\$7.70	\$15.20	\$0.00	\$65.84
	12/01/2020	\$43.92	\$7.70	\$15.20	\$0.00	\$66.82
	06/01/2021	\$44.94	\$7.70	\$15.20	\$0.00	\$67.84
	12/01/2021	\$45.95	\$7.70	\$15.20	\$0.00	\$68.85

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$31.80	\$10.50	\$15.50	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010) <i>TEAMSTERS LOCAL 25c</i>	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25c</i>	07/01/2017	\$29.48	\$8.48	\$9.72	\$0.00	\$47.68
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.25	\$7.70	\$15.20	\$0.00	\$61.15
	12/01/2018	\$39.20	\$7.70	\$15.20	\$0.00	\$62.10
	06/01/2019	\$40.20	\$7.70	\$15.20	\$0.00	\$63.10
	12/01/2019	\$41.20	\$7.70	\$15.20	\$0.00	\$64.10
	06/01/2020	\$42.19	\$7.70	\$15.20	\$0.00	\$65.09
	12/01/2020	\$43.17	\$7.70	\$15.20	\$0.00	\$66.07
	06/01/2021	\$44.19	\$7.70	\$15.20	\$0.00	\$67.09
	12/01/2021	\$45.20	\$7.70	\$15.20	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2018	\$42.36	\$11.35	\$14.80	\$0.00	\$68.51
	08/01/2018	\$43.46	\$11.35	\$14.80	\$0.00	\$69.61
	02/01/2019	\$44.61	\$11.35	\$14.80	\$0.00	\$70.76

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$11.35	\$3.44	\$0.00	\$35.97
2	60	\$25.42	\$11.35	\$14.80	\$0.00	\$51.57
3	65	\$27.53	\$11.35	\$14.80	\$0.00	\$53.68
4	75	\$31.77	\$11.35	\$14.80	\$0.00	\$57.92
5	85	\$36.01	\$11.35	\$14.80	\$0.00	\$62.16

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.73	\$11.35	\$3.44	\$0.00	\$36.52
2	60	\$26.08	\$11.35	\$14.80	\$0.00	\$52.23
3	65	\$28.25	\$11.35	\$14.80	\$0.00	\$54.40
4	75	\$32.60	\$11.35	\$14.80	\$0.00	\$58.75
5	85	\$36.94	\$11.35	\$14.80	\$0.00	\$63.09

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

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	02/01/2018	\$42.61	\$11.35	\$14.80	\$0.00	\$68.76
	08/01/2018	\$43.71	\$11.35	\$14.80	\$0.00	\$69.86
	02/01/2019	\$44.86	\$11.35	\$14.80	\$0.00	\$71.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A	02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.64	\$12.20	\$5.61	\$0.00	\$35.45
2	40	\$17.64	\$12.20	\$5.61	\$0.00	\$35.45
3	45	\$19.85	\$12.20	\$10.85	\$1.29	\$44.19
4	45	\$19.85	\$12.20	\$10.85	\$1.29	\$44.19
5	50	\$22.06	\$12.20	\$11.80	\$1.38	\$47.44
6	50	\$22.06	\$12.20	\$12.05	\$1.39	\$47.70
7	60	\$26.47	\$12.20	\$13.70	\$1.57	\$53.94
8	65	\$28.67	\$12.20	\$14.65	\$1.67	\$57.19
9	75	\$33.08	\$12.20	\$16.56	\$1.86	\$63.70
10	85	\$37.49	\$12.20	\$17.96	\$2.03	\$69.68

Notes:
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR PAINTERS LOCAL 35 - ZONE 2	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
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Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

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

Notes:
Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34
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SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2016	\$33.83	\$10.91	\$10.89	\$0.00	\$55.63
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	03/01/2018	\$57.78	\$9.12	\$18.15	\$0.00	\$85.05
	10/01/2018	\$59.28	\$9.12	\$18.15	\$0.00	\$86.55
	01/01/2019	\$59.28	\$9.47	\$18.35	\$0.00	\$87.10
	03/01/2019	\$60.78	\$9.47	\$18.35	\$0.00	\$88.60
	10/01/2019	\$62.28	\$9.47	\$18.35	\$0.00	\$90.10
	03/01/2020	\$63.78	\$9.47	\$18.35	\$0.00	\$91.60
	10/01/2020	\$65.28	\$9.47	\$18.35	\$0.00	\$93.10
	03/01/2021	\$66.78	\$9.47	\$18.35	\$0.00	\$94.60

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

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.22	\$9.12	\$8.90	\$0.00	\$38.24
2	40	\$23.11	\$9.12	\$8.90	\$0.00	\$41.13
3	45	\$26.00	\$9.12	\$8.90	\$0.00	\$44.02
4	50	\$28.89	\$9.12	\$8.90	\$0.00	\$46.91
5	55	\$31.78	\$9.12	\$8.90	\$0.00	\$49.80
6	60	\$34.67	\$9.12	\$10.40	\$0.00	\$54.19
7	65	\$37.56	\$9.12	\$10.40	\$0.00	\$57.08
8	70	\$40.45	\$9.12	\$10.40	\$0.00	\$59.97
9	75	\$43.34	\$9.12	\$10.40	\$0.00	\$62.86
10	80	\$46.22	\$9.12	\$10.40	\$0.00	\$65.74

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.75	\$9.12	\$8.90	\$0.00	\$38.77
2	40	\$23.71	\$9.12	\$8.90	\$0.00	\$41.73
3	45	\$26.68	\$9.12	\$8.90	\$0.00	\$44.70
4	50	\$29.64	\$9.12	\$8.90	\$0.00	\$47.66
5	55	\$32.60	\$9.12	\$8.90	\$0.00	\$50.62
6	60	\$35.57	\$9.12	\$10.40	\$0.00	\$55.09
7	65	\$38.53	\$9.12	\$10.40	\$0.00	\$58.05
8	70	\$41.50	\$9.12	\$10.40	\$0.00	\$61.02
9	75	\$44.46	\$9.12	\$10.40	\$0.00	\$63.98
10	80	\$47.42	\$9.12	\$10.40	\$0.00	\$66.94

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

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2018	\$37.61	\$13.00	\$15.93	\$0.00	\$66.54
	09/01/2018	\$38.51	\$13.00	\$15.96	\$0.00	\$67.47
	03/01/2019	\$39.40	\$13.00	\$15.98	\$0.00	\$68.38

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.04	\$13.00	\$0.45	\$0.00	\$28.49
2	40	\$15.04	\$13.00	\$0.45	\$0.00	\$28.49
3	45	\$16.92	\$13.00	\$12.74	\$0.00	\$42.66
4	45	\$16.92	\$13.00	\$12.74	\$0.00	\$42.66
5	50	\$18.81	\$13.00	\$13.03	\$0.00	\$44.84
6	55	\$20.69	\$13.00	\$13.32	\$0.00	\$47.01
7	60	\$22.57	\$13.00	\$13.61	\$0.00	\$49.18
8	65	\$24.45	\$13.00	\$13.90	\$0.00	\$51.35
9	70	\$26.33	\$13.00	\$14.19	\$0.00	\$53.52
10	75	\$28.21	\$13.00	\$14.48	\$0.00	\$55.69

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.40	\$13.00	\$0.46	\$0.00	\$28.86
2	40	\$15.40	\$13.00	\$0.46	\$0.00	\$28.86
3	45	\$17.33	\$13.00	\$12.75	\$0.00	\$43.08
4	45	\$17.33	\$13.00	\$12.75	\$0.00	\$43.08
5	50	\$19.26	\$13.00	\$13.05	\$0.00	\$45.31
6	55	\$21.18	\$13.00	\$13.34	\$0.00	\$47.52
7	60	\$23.11	\$13.00	\$13.62	\$0.00	\$49.73
8	65	\$25.03	\$13.00	\$13.92	\$0.00	\$51.95
9	70	\$26.96	\$13.00	\$14.21	\$0.00	\$54.17
10	75	\$28.88	\$13.00	\$14.50	\$0.00	\$56.38

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2018	\$51.00	\$10.75	\$20.03	\$0.00	\$81.78
	08/01/2018	\$52.35	\$10.75	\$20.16	\$0.00	\$83.26
	02/01/2019	\$52.99	\$10.75	\$20.16	\$0.00	\$83.90
	08/01/2019	\$54.34	\$10.75	\$20.30	\$0.00	\$85.39
	02/01/2020	\$54.98	\$10.75	\$20.30	\$0.00	\$86.03
	08/01/2020	\$56.33	\$10.75	\$20.45	\$0.00	\$87.53
	02/01/2021	\$56.97	\$10.75	\$20.45	\$0.00	\$88.17
	08/01/2021	\$58.37	\$10.75	\$20.61	\$0.00	\$89.73
	02/01/2022	\$58.96	\$10.75	\$20.61	\$0.00	\$90.32

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.50	\$10.75	\$20.03	\$0.00	\$56.28
2	60	\$30.60	\$10.75	\$20.03	\$0.00	\$61.38
3	70	\$35.70	\$10.75	\$20.03	\$0.00	\$66.48
4	80	\$40.80	\$10.75	\$20.03	\$0.00	\$71.58
5	90	\$45.90	\$10.75	\$20.03	\$0.00	\$76.68

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2018	\$39.35	\$7.70	\$15.40	\$0.00	\$62.45
	12/01/2018	\$40.30	\$7.70	\$15.40	\$0.00	\$63.40
	06/01/2019	\$41.30	\$7.70	\$15.40	\$0.00	\$64.40
	12/01/2019	\$42.30	\$7.70	\$15.40	\$0.00	\$65.40
	06/01/2020	\$43.29	\$7.70	\$15.40	\$0.00	\$66.39
	12/01/2020	\$44.27	\$7.70	\$15.40	\$0.00	\$67.37
	06/01/2021	\$45.29	\$7.70	\$15.40	\$0.00	\$68.39
	12/01/2021	\$46.30	\$7.70	\$15.40	\$0.00	\$69.40

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2018	\$38.07	\$7.70	\$15.40	\$0.00	\$61.17
	12/01/2018	\$39.02	\$7.70	\$15.40	\$0.00	\$62.12
	06/01/2019	\$40.02	\$7.70	\$15.40	\$0.00	\$63.12
	12/01/2019	\$41.02	\$7.70	\$15.40	\$0.00	\$64.12
	06/01/2020	\$42.01	\$7.70	\$15.40	\$0.00	\$65.11
	12/01/2020	\$42.99	\$7.70	\$15.40	\$0.00	\$66.09
	06/01/2021	\$44.01	\$7.70	\$15.40	\$0.00	\$67.11
	12/01/2021	\$45.02	\$7.70	\$15.40	\$0.00	\$68.12

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2018	\$37.95	\$7.70	\$15.40	\$0.00	\$61.05
	12/01/2018	\$38.90	\$7.70	\$15.40	\$0.00	\$62.00
	06/01/2019	\$39.90	\$7.70	\$15.40	\$0.00	\$63.00
	12/01/2019	\$40.90	\$7.70	\$15.40	\$0.00	\$64.00
	06/01/2020	\$41.89	\$7.70	\$15.40	\$0.00	\$64.99
	12/01/2020	\$42.87	\$7.70	\$15.40	\$0.00	\$65.97
	06/01/2021	\$43.89	\$7.70	\$15.40	\$0.00	\$66.99
	12/01/2021	\$44.90	\$7.70	\$15.40	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$34.12	\$10.91	\$10.89	\$0.00	\$55.92
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2018	\$50.23	\$7.70	\$15.80	\$0.00	\$73.73
	12/01/2018	\$51.18	\$7.70	\$15.80	\$0.00	\$74.68
	06/01/2019	\$52.18	\$7.70	\$15.80	\$0.00	\$75.68
	12/01/2019	\$53.18	\$7.70	\$15.80	\$0.00	\$76.68
	06/01/2020	\$54.17	\$7.70	\$15.80	\$0.00	\$77.67
	12/01/2020	\$55.15	\$7.70	\$15.80	\$0.00	\$78.65
	06/01/2021	\$56.17	\$7.70	\$15.80	\$0.00	\$79.67
	12/01/2021	\$57.18	\$7.70	\$15.80	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2018	\$52.23	\$7.70	\$15.80	\$0.00	\$75.73
	12/01/2018	\$53.18	\$7.70	\$15.80	\$0.00	\$76.68
	06/01/2019	\$54.18	\$7.70	\$15.80	\$0.00	\$77.68
	12/01/2019	\$55.18	\$7.70	\$15.80	\$0.00	\$78.68
	06/01/2020	\$56.17	\$7.70	\$15.80	\$0.00	\$79.67
	12/01/2020	\$57.15	\$7.70	\$15.80	\$0.00	\$80.65
	06/01/2021	\$58.17	\$7.70	\$15.80	\$0.00	\$81.67
	12/01/2021	\$59.18	\$7.70	\$15.80	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2018	\$42.30	\$7.70	\$15.80	\$0.00	\$65.80
	12/01/2018	\$43.25	\$7.70	\$15.80	\$0.00	\$66.75
	06/01/2019	\$44.25	\$7.70	\$15.80	\$0.00	\$67.75
	12/01/2019	\$45.25	\$7.70	\$15.80	\$0.00	\$68.75
	06/01/2020	\$46.24	\$7.70	\$15.80	\$0.00	\$69.74
	12/01/2020	\$47.22	\$7.70	\$15.80	\$0.00	\$70.72
	06/01/2021	\$48.24	\$7.70	\$15.80	\$0.00	\$71.74
	12/01/2021	\$49.25	\$7.70	\$15.80	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2018	\$44.30	\$7.70	\$15.80	\$0.00	\$67.80
	12/01/2018	\$45.25	\$7.70	\$15.80	\$0.00	\$68.75
	06/01/2019	\$46.25	\$7.70	\$15.80	\$0.00	\$69.75
	12/01/2019	\$47.25	\$7.70	\$15.80	\$0.00	\$70.75
	06/01/2020	\$48.24	\$7.70	\$15.80	\$0.00	\$71.74
	12/01/2020	\$49.22	\$7.70	\$15.80	\$0.00	\$72.72
	06/01/2021	\$50.24	\$7.70	\$15.80	\$0.00	\$73.74
	12/01/2021	\$51.25	\$7.70	\$15.80	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2018	\$38.25	\$7.70	\$15.20	\$0.00	\$61.15
	12/01/2018	\$39.20	\$7.70	\$15.20	\$0.00	\$62.10
	06/01/2019	\$40.20	\$7.70	\$15.20	\$0.00	\$63.10
	12/01/2019	\$41.20	\$7.70	\$15.20	\$0.00	\$64.10
	06/01/2020	\$42.19	\$7.70	\$15.20	\$0.00	\$65.09
	12/01/2020	\$43.17	\$7.70	\$15.20	\$0.00	\$66.07
	06/01/2021	\$44.19	\$7.70	\$15.20	\$0.00	\$67.09
	12/01/2021	\$45.20	\$7.70	\$15.20	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2018	\$54.69	\$11.57	\$15.76	\$0.00	\$82.02
	09/01/2018	\$56.19	\$11.57	\$15.76	\$0.00	\$83.52
	03/01/2019	\$57.69	\$11.57	\$15.76	\$0.00	\$85.02
	09/01/2019	\$59.19	\$11.57	\$15.76	\$0.00	\$86.52
	03/01/2020	\$60.69	\$11.57	\$15.76	\$0.00	\$88.02
	09/01/2020	\$62.19	\$11.57	\$15.76	\$0.00	\$89.52
	03/01/2021	\$63.69	\$11.57	\$15.76	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 09/03/2017

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

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/05/2018	\$29.98	\$4.70	\$3.15	\$0.00	\$37.83
	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	05/05/2018	\$28.22	\$4.70	\$3.10	\$0.00	\$36.02
	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/05/2018	\$28.22	\$4.70	\$3.10	\$0.00	\$36.02
	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06

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

TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
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This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.

Additional 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.

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that the equipment to be furnished complete in every respect, and that this Contractor shall provide all equipment needed and usually furnished in connection with such systems to provide a complete installation. Equipment, materials, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 DESCRIPTION OF WORK - GENERAL

- A. In general, the Contractor shall supply all material, labor, equipment, insurance, temporary protection, tools and appliances necessary for the proper completion of the work as described in the Plans and Specifications, in accordance with good construction practice, and as required by the materials manufacturers.
- B. Supply all shoring and protection necessary to protect the occupants, building area, building systems, and landscape areas. All means and methods are the responsibility of the contractor. The Contractor is solely responsible for safety on the job site.
- C. The work includes but is not limited to:
 - 1. Cut and point existing sandstone (1890's building) field stone, water table & entablature mortar joints including horizontal bed joints and vertical head joints. Apply new mortar with a beaded "grape vine" profile joint to match existing. Total quantity of 750 lineal feet in select and random across all elevations as selected by architect.
 - a. Refer to Unit Prices – Specification Section 01 22 00.

SUMMARY OF WORK

2. Cut and point existing sandstone (1890's building) window trim, moulding, column pilasters and column capitol mortar joints including horizontal bed and vertical running joints. Apply new mortar with a beaded profile joint to match existing. Total quantity of 200 lineal feet in select and random across all elevations as selected by architect.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
3. Cut and point existing ornate sandstone (1890's building) cornice, soffit, dentils, brackets and pediment mortar joint features including horizontal bed joints and vertical joints. Apply new mortar with a beaded profile joint to match existing. Total quantity of 375 lineal feet in select and random locations across all elevations as selected by architect.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
4. Route and clean existing cracks in any sandstone (1890's building) detail or element, and fill cracks with injection restoration repair mortar. Total quantity of 50 lineal feet in select and random locations across all elevations as selected by architect.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
 - b. Refer to Deduct Alternate No. 4.
5. Replace glass at existing half round aluminum storm windows for six (6) locations on the 1890's Library building. Remove existing aluminum stop and salvage for reinstallation. Remove and dispose of existing glass, and install new ¼-inch clear tempered safety glass. Reinstall aluminum set in a bed of non-sag single component silicone sealant.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
6. Replace existing sealant and mortar joints of the exterior granite stone stairs, with intermediate concrete landing at the main entrance of the 1890's Library Building. Cut, remove and dispose 100% of all existing vertical and horizontal joint sealants, including underlying mortar a minimum of 1-1/2-inches or until sound mortar from all granite stone stair and concrete landing joints. Apply new pointing mortar to within ½-inch of the surface and apply polyurethane sealant to seal all granite stone joints and concrete landing joints. Power wash clean the entire stair.
 - a. Refer to Deduct Alternate No. 5.
7. Cut and point existing architectural cast stone (1930's building) field stone mortar joints including horizontal bed joints and vertical head joints.

Apply new mortar with a beaded profile joint to match existing. Total quantity of 180 lineal feet in select and random locations across all elevations as selected by architect.

a. Refer to Unit Prices – Specification Section 01 22 00.

8. Cut and point existing architectural cast stone (1930's building) window trim, moulding, column pilasters and column capital mortar joints including horizontal bed joints and vertical running joints. Apply new mortar with a beaded profile joint to match existing. Total quantity of 100 lineal feet in select and random locations across all elevations as selected by architect.

a. Refer to Unit Prices – Specification Section 01 22 00.

9. Cut and point existing ornate architectural cast stone (1930's building) cornice and soffit mortar joint features including horizontal bed joints and vertical joints. Apply new mortar with a beaded profile joint to match existing. Total quantity of 120 lineal feet in select and random locations across all elevations as selected by architect.

a. Refer to Unit Prices – Specification Section 01 22 00.

10. Route and clean existing cracks in any architectural cast stone (1930's building) detail or element, and fill cracks with injection restoration repair mortar. Total quantity of 25 lineal feet in select and random locations across all elevations as selected by architect.

a. Refer to Unit Prices – Specification Section 01 22 00.

b. Refer to Deduct Alternate No. 2.

11. Cut and point 100% of all existing brick masonry (1930's building), including all joints between the brick and the architectural cast stone sills, heads, quoins, and cornice. Clean brick masonry in it's entirely and apply clear breathable masonry water repellent.

12. Remove and dispose of the existing architectural cast stone cornice. Fabricate and install new architectural cast stone to match the existing for shape, profile, color and in texture. The existing copper gutter will need to be carefully removed to access cornice detail and shall be re-installed upon completion stone installation

13. Remove and dispose of existing architectural cast stone window head in two (2) locations as selected by architect. Temporarily shore and support

- opening. Fabricate and install new reinforced architectural precast header to match, size, texture and color.
- a. Refer to Unit Prices – Specification Section 01 22 00.
 - b. Refer to Deduct Alternate No. 6.
14. Re-build existing emergency exit stairs on the Mass Avenue side of the Library between the 1890 and 1990 buildings.
- a. Remove the existing granite stair side walls and brass metal hand rails and painted metal posts, store and protect for reinstallation.
 - b. Restore existing hand rails and posts by scraping and removing existing paint, and then clean, prepare, prime and paint handrail and post surfaces, except for the brass handrail surface which shall be cleaned only.
 - c. Excavate, expose, remove and dispose of existing concrete stairs and foundation in its entirety, including concrete pavers on top landing.
 - d. Form and place new reinforced concrete footings, walls and stairs, and reset existing granite sidewalls, anchored and pinned to new concrete foundation.
 - e. Cast restored handrails and posts into concrete.
15. Repair concrete stair, south elevation of 1930's building.
- a. Selectively remove and dispose (1) 4ft x 4ft x 5-inch concrete sidewalk panel in front of stair.
 - b. Cut, chip, and remove top landing of stair, flush with the stair tread below.
 - c. Selectively chip and remove deteriorated concrete from top of the stair wall.
 - d. Scrape and remove existing paint from (2) picket fence rail posts below the bottom fence rail, and then clean, prepare, prime and paint surfaces.
 - e. Refer to Deduct Alternate No. 3.
16. Re-seal existing aluminum spandrel panels at 1990's building.

- a. Cut existing rubber gaskets flush with panel frame.
- b. Apply new backer rod where gaskets are missing between the panel and frame.
- c. Clean and prime surfaces and apply non-sag single component silicone sealant. Color to be selected by architect from full range of custom colors.
- d. Refer to Deduct Alternate No. 1.

1.03 INTENT OF THE PROJECT MANUAL

- A. Whenever “Furnish”, “Install”, or “Provide” is used in the Contract Documents, it shall mean to erect, install, connect, make operative, and supply all labor and materials, including miscellaneous fittings, hardware, and accessories necessary to complete the installation of the specified item.
- B. The scope of work is indicated in the Project Manual. Areas of required work indicated on the drawings are for illustration and are not to be interpreted as representing quantities, exact locations, and/or the extent of work required. The Owner makes no representation of the exact quantities of work required. It shall be the responsibility of the Contractor to do all work to the complete fulfillment of the requirements of the Project Manual.

1.04 ERRORS, OMISSIONS, AND CONFLICTS IN THE PROJECT MANUAL

- A. In the case of conflicts in the Drawings and the Specifications noticed by the Contractor, the Architect shall be notified immediately in writing of such errors and/or omissions. In no case shall the Contractor proceed without written authorization from the Architect.

1.05 UNFORESEEN FIELD CONDITIONS

- A. In the case of unforeseen field conditions, the Contractor shall notify the Owner and Architect immediately in writing of such conditions. In no case shall the Contractor proceed without written authorization from the Architect. If such unforeseen conditions result in additional expense, the Contractor shall not proceed without the written approval of the Owner.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SUMMARY OF WORK

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DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 22 00

UNIT PRICES

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. The Unit Prices for items set forth in the Schedule of Unit Prices shall be used to determine adjustments to the Contract Sum when changes in the Work involving said items are made in accordance with Article 8 of the General Conditions and other sections of the Contract Documents.
- B. Unit Prices listed under ADDITIONS have been computed to include net cost plus overhead, profit, and bond and all other charges required to complete the work item.
- C. Unit Prices net cost includes the cost of all labor, materials, equipment, disposal, and all other costs required to complete the work item.
- D. Materials, methods of installation, and definitions of terms set forth under the various Unit Price items in the Schedule of Unit Prices shall be as indicated in the Contract Documents.
- E. Unit costs will not be adjusted if the quantities approved in the field by the Architect vary from the base contract quantities listed in the Project Manual.

1.02. APPLICABILITY OF UNIT PRICES

- A. The payment lines shall be determined in the field by the Architect.
- B. Unit Prices are for more work or less work than is included in the base contract for the various tasks included. Quantities to be included in the base contract are listed in the Unit Price Schedule.
- C. Prior to commencing removal or placement of materials set forth in the Schedule of Unit Prices, the Contractor shall notify the Architect in sufficient time to permit proper measurements to be taken on behalf of the Owner. Only quantities which have been approved in writing by the Architect will be considered in the determination of adjustments to the Contract Sum. Unit costs shall include the pro rata share of all costs associated with doing the work, including staging, insurance, overhead, and profit, as well.
- D. Performance of Work which is not required under the Contract Documents or which is not authorized by Change Order, whether or not such Work item is set forth hereunder as a Unit Price item, shall not be considered cause for extra payment. The Contractor will be held fully responsible for such unauthorized

work, including the performance of all corrective measures required by the Architect.

E. See attached Unit Price Schedule.

UNIT PRICE SCHEDULE

#	DESCRIPTION OF WORK	UNIT	BASE BID QUANTITY	ADD / DEDUCT PRICE (Insert only one number)
1.	Cut and point existing sandstone (1890's building) field stone, water table & entablature mortar joints including horizontal bed joints and vertical head joints.	LF	750	
2.	Cut and point existing sandstone (1890's building) window trim, moulding, column pilasters and column capitol mortar joints including horizontal bed joints and vertical running.	LF	200	
3.	Cut and point existing ornate sandstone (1890's building) cornice, soffit, dentils, brackets and pediment mortar joint features including horizontal bed joints and vertical joints.	LF	375	
4.	Route and clean existing cracks in any sandstone (1890's building) detail or element, and fill cracks with injection restoration repair mortar.	LF	50	
5.	Replace glass at existing half round aluminum storm windows on the 1890's Library building.	EA	6	
6.	Cut and point existing architectural cast stone (1930's building) field stone mortar joints including horizontal bed joints and vertical head joints.	LF	180	
7.	Cut and point existing architectural cast stone (1930's building) window trim, moulding, column pilasters and column capitol mortar joints including horizontal bed joints and vertical running joints.	LF	100	

8.	Cut and point existing ornate architectural cast stone (1930's building) cornice and soffit mortar joint features including horizontal bed joints and vertical joints. Apply new mortar with a beaded profile joint to match existing.	LF	120	
9.	Route and clean existing cracks in any architectural cast stone (1930's building) detail or element, and fill cracks with injection restoration repair mortar.	LF	25	
10.	Remove and dispose of existing architectural cast stone window heads.	EA	2	

- G. All repair locations will be determined and marked in the field by the Engineer. Repairs will be located at small individual locations throughout the entire scope area. Unit Price work performed without the approval of the Engineer will not be paid for.
- H. The Owner reserves that right to increase or decrease the unit cost quantities without any adjustment in the unit costs.
- I. Unit costs include pro-rata share of Contractor's, general conditions, staging, insurance, bond, overhead, and profit, etc.

END OF SECTION

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that all the material, labor, and equipment be furnished complete in every respect, and that this Contractor shall provide all material, labor, and equipment needed and usually furnished in connection with such systems to provide a complete installation including all demolition, disposal, and patching of adjacent surfaces. Materials, equipment, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 ALTERNATE SCOPE

- A. This Section lists the Alternates which appear in the Contract Documents. Consult the individual sections of the detailed requirements of each Alternate.
- B. Bid prices for each Alternate shall include its pro rata share of all overhead, profit, and all other expenses incidental to the Work under each Alternate.
- C. The Contractor and Subcontractors shall be responsible for examining the scope of each Alternate generally defined herein and for recognizing modifications to the Work caused by the Alternates and including the cost thereof in the bid price.
- D. DEDUCT ALTERNATES are as follows, see plans for scope area:
 - 1. Deduct Alternate No. 1 – Eliminate all work associated to reseal the existing aluminum spandrel panels for the 1990's building.
 - 2. Deduct Alternate No. 2 – Eliminate all work associated with 25 lf architectural cast stone crack repair for the 1930's building.

ALTERNATES

01 23 00 - 1

ROBBINS LIBRARY EXTERIOR ENVELOPE REPAIRS
BID NO. 18-16
ARLINGTON, MASSACHUSETTS
CBI JOB NO.: 17152

CBI Consulting, LLC
Boston, Massachusetts
Tel: (617) 268-8977
Fax: (617) 464-2971

3. Deduct Alternate No. 3 – Eliminate all work associated to repair stair at the 1930's building.
4. Deduct Alternate No. 4 – Eliminate all work associated with 50 lf of sandstone crack repair for the 1890's building.
5. Deduct Alternate No. 5 – Eliminate all work to replace existing joints of the exterior granite stone stairs, with concrete landing at main entrance of the 1890's library building.
6. Deduct Alternate No. 6 – Eliminate all work associated with replacing two (2) architectural cast stone window heads.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

ALTERNATES
01 23 00 - 2

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 31 13

PROJECT COORDINATION

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01000 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that the equipment to be furnished complete in every respect, and that this Contractor shall provide all equipment needed and usually furnished in connection with such systems to provide a complete installation. Equipment, materials, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 COORDINATION AND PROCEDURES

- A. The safety and welfare of the employees and guests of the Robbins Library are the utmost concern of the project. All work by the Contractor, his Sub-Contractors, Sub-Bidders, suppliers, and employees shall be performed in a way that will safeguard this concern. Safety is the sole responsibility of the Contractor on the jobsite. Extraordinary care must be taken throughout the project to coordinate work activities with Library schedules, procedures, and activities.
- B. The General Bidder, all the File Sub-Bidders, and all the sub-contractors are hereby referred to Section 00100.1.18 A and B of the Specification, which indicates that there is enough time, in advance of mobilization on site, for all the products to be procured ahead of the work, for this project. Please also take note of Section 01300.1.05.A which indicates that a Schedule of Shop Drawings must be submitted within 10 days of the Date of Commencement. It is expected that all the long lead time items will have shop drawings prepared immediately and that all the long lead time products will be ordered as soon as possible so that the progress of the work is not affected nor will the schedule be compromised by delivery schedules.

- C. All construction activities and deliveries to the Library are to be coordinated with the Director.
- D. Pre-construction meetings shall be held with the Town, Library personnel, Contractor and Architect, to coordinate locations for dumpsters, deliveries, worker parking, material storage, as well as to discuss safety, scheduling, procedures, and to emphasize 1.02.A, above.
- E. Contractor shall restrict hazardous items and activities to locations that will have the least impact on the daily operations of the Library. All material storage, locations of cranes, dumpsters, workers access, etc. will be only in areas approved by the Town and Library Director.
- F. Install, at a minimum, when work is performed overhead, covered walkway protection at all entrance and exit doors, at areas of construction, to the facility during construction activities, 10'-0" minimum length, of pipe scaffolding, plywood, planking, orange plastic fencing, and yellow safety tape. Safety is the sole responsibility of the contractor, regardless of the information in this specification.
- G. Contractor shall cover all interior spaces where work will occur, with minimum 6-mil poly tarps before operations commence above to protect interior surfaces and equipment from debris and dust. All protections shall be removed immediately upon completion of the work. Dust and debris not contained by the tarps shall be immediately vacuumed to the satisfaction of the Town. Damage as a result of the work will be repaired to the satisfaction of and at no additional cost to the owner.
- H. Contractor shall provide signage and other safety barriers at the site adequate to support their safety program.
- I. Contractor shall update the Construction schedule monthly. Requisitions for payment must be accompanied by an updated schedule. The on-site superintendent shall meet with the Director or building representative daily at to inform them of the daily progress and review the schedule for the next three (3) days.

1.03 CORI REQUEST FORM

- A. The General Bidder, all the File Sub-Bidders, and all the sub-contractors are hereby notified that CORI checks are required for all personnel that will be working on site. It is each individual contractor's responsibility to submit the required paperwork to the State, in advance of the work, so as not to delay the schedule for any possible employee that will access the site. Approval by the state for must be delivered to the Owner in advance of the work. Payments will be withheld to the contractor if he/she fails to submit the proper CORI certifications in advance of the work.

1.04 SCHEDULING

- A. Time is of the essence in this project.
- B. Temperature is a critical factor in the construction work. Adhere to manufacturer's specifications.
- C. Within five (5) days after the Contractor has received the Owner's Notice to Proceed, and before the commencement of any work, the Contractor shall transmit the proposed construction schedule to the Owner and Architect for review. If any change in the work will alter agreed upon schedules, the Contractor shall immediately notify the Owner and Architect in writing.
- D. The Contractor shall confine his/her apparatus, storage of materials, and operation of his/her workmen to limits as required by the Owner, and shall not unreasonably encumber the premises with these materials. He/she shall keep all access roads and walks clear of construction equipment, materials, and debris of any kind. He shall repair any and all damage to access roads, walks, the building facade and roof caused by construction operations, and leave them in at least as good condition as originally found. All operations shall be confined within the property. All delivery and construction operations shall be conducted so as to avoid all possible obstruction of the work and building operations. The Contractor shall meet regularly with the Owner to coordinate the use of the Site.
- E. The Contractor must request approval from the Town of Arlington and Library Director to work after hours, overnight, or on Saturdays at no additional expense to the owner. No work can be performed on Sunday.

1.05 SUBCONTRACTORS

- A. Subcontractors are subject to approval by the Owner.

1.06 CONSTRUCTION REVIEW

- A. All materials and workmanship shall be subject to review by the Architect and all designated representatives of the Owner. Such review may take place at any time during the construction, and wherever work relating to this project is underway. The Contractor shall notify the Architect of any approaching stage of the work likely to require his/her attention, and the Architect shall have the right to reject all defective or non-conforming workmanship and material, and to require its replacement.
- B. If any unreviewed work is covered up without approval, the Contractor shall bear the costs of uncovering it upon request.

1.07 CODES

- A. Codes, standards, and publications of private and public bodies mentioned in these specifications, and other such standards and specifications, refer to the latest edition thereof at the time of taking bids unless a specific edition is designated, and shall be considered and integral part of the Contract Documents.

1.08 COORDINATION OF WORK

- A. Contractor shall coordinate all construction work with Town of Arlington Representatives and the Library Director or designated Town personnel.
- B. Contractor is responsible for obtaining all building permits. The Building Permit fee is waived.
- C. Contractor is responsible securing all street and sidewalk permits, and police details as required as well as any other requirements that may be imposed by the Town of Arlington, including all costs.
 - 1. Sidewalk, Street Permits and Police Details will be required along Massachusetts Avenue and Peg Spengler Way.
- D. The Contractor is responsible for shall be responsible for the protection and security of the opening prior to the installation of new window glass, if left open to the weather.

1.09 SPECIFICATION DISTRIBUTION TO WORKMEN

- A. A complete copy of the project manual, including plans and specifications shall be kept at the construction site at all times.
- B. At the direction of the Architect, the Contractor shall photocopy various parts of pertinent Sections of the Project Manual to be handed out to each tradesman.

1.10 FIELD MEASUREMENTS

- A. Before ordering any materials or performing any work, the Contractor or his/her subcontractors shall inspect all existing conditions and perform all measurements at the building. No extra charge or compensation will be allowed because of differences between the drawings and the actual dimensions. Any differences between the Project Manual and the actual conditions found shall be submitted to the Architect for his/her decision before proceeding with the work.

1.11 CUTTING AND PATCHING

- A. The work to be performed under this Contract shall include all cutting and patching necessary to accommodate new work.

ROBBINS LIBRARY EXTERIOR ENVELOPE REPAIRS
BID NO. 18-16
ARLINGTON, MASSACHUSETTS
CBI JOB NO.: 17152

CBI Consulting, LLC
Boston, Massachusetts
Tel: (617) 268-8977
Fax: (617) 464-2971

1.12 PERMITS

A. All fees and procurement of building permits shall be the responsibility of the Contractor. Requests for inspections by the Building Inspector and the obtaining of required signatures by Inspection on permits is the responsibility of the Contractor.

1. Building Permit Fee is Waived.

1.13 DUMPING

A. The contractor shall submit an affidavit certifying legal and proper dumping and disposal (including locations) of all materials from the project.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 1- GENERAL REQUIREMENTS, which are hereby made a part of this Section of the Specifications.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that all the material, labor, and equipment be provided complete in every respect, and that this Contractor shall provide all material, labor, and equipment needed and usually provided in connection with such systems to provide a complete installation including all demolition, disposal, and patching of adjacent surfaces. Materials, equipment, and articles incorporated into the work shall be new and of the best grade of their respective kinds.
- E. Consult the individual sections of the specifications for the specific submittals required under those sections and for further details and descriptions of the requirements.

1.02 GENERAL PROCEDURES FOR SUBMITTALS

- A. Timeliness - The Contractor shall transmit each submittal to the Designer sufficiently in advance of performing related Work or other applicable activities so that the installation is not delayed by processing times, including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Architect in advance of the Work.
- B. Sequence - The Contractor shall transmit each submittal in a sequence which will not result in the Architect's approval having to be later modified or rescinded by reason of subsequent submittals which should have been processed earlier or concurrently for coordination.

- C. The Contractor's Review - Only submittals received from and bearing the stamp of approval of the Contractor will be considered for review by the Architect. Submittals shall be accompanied by a transmittal notice stating name of Project, date of submittal, "To", "From" (Contractor, Subcontractor, Installer, Manufacturer, Supplier), Specification Section, or Drawing No. to which the submittal refers, purpose (first submittal, resubmittal), description, remarks, distribution record, and signature of transmitter.
- D. Architect's Action - The Architect will review the Contractor's submittals and return them with one of the following actions recorded thereon by appropriate markings:
1. Final Unrestricted Release: Where marked "Approved" the Work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents.
 2. Final-But-Restricted Release: When marked "Approved as Noted" the Work may proceed provided it complies with the Architect's notations or corrections on the submittal and complies with the requirements of the Contract Documents. Acceptance of the Work will depend on these compliances.
 3. Returned for Resubmittal: When marked "Revise and Resubmit" or "Disapproved" the Work covered by the submittal (such as purchasing, fabrication, delivery, or other activity) should not proceed. The submittal should be revised or a new submittal resubmitted without delay (no limit to number of resubmissions), in accordance with the Designer's notations stating the reasons for returning the submittal.
- E. Processing - All costs for printing, preparing, packaging, submitting, resubmitting, and mailing, or delivering submittals required by this contract shall be included in the Contract Sum.

1.03 OR EQUALS

- A. Definition - Whenever a specification section names one or more brands for a given item, and the Contractor wishes to submit, for consideration, another brand, the submission shall be considered an "or-equal" or a "material substitution". For the purposes of this Contract, the terms "or-equal" and "material substitution" shall be considered synonymous.
- B. In no case may an item be provided on the Work other than the item named or described, unless the Architect, with the Owner's written concurrence, shall consider the item equal to the item so named or described, as provided by M.G.L. c.30 § 39M.

- C. The equality of items offered as "equal" to items named or described shall be proved to the satisfaction of the Architect, including all research and full documentation, at the expense of the Contractor submitting the substitution.
- D. The Designer and/or the Owner may require that full size samples of both the specified and proposed products be submitted for review and evaluation. The Contractor shall bear full cost for providing, delivering, and disposal of all such samples.
- E. The Contractor shall assume full responsibility for the performance of any item submitted as an "Or-Equal" and assume the costs of any changes in any Work which may be caused by such substitution.
- F. Or Equal Approval Process - On the transmittal, or on a separate sheet attached to the submission, the Contractor shall direct attention to any deviations, including minor limitations and variations, from the Contract Documents.
 - 1. The Contractor shall submit to the Architect for consideration of any or-equal substitution a written point-by-point comparison containing the name and full particulars of the proposed product and the product named or described in the Contract Documents.
 - 2. Such submittal shall in no event be made later than ten (10) calendar days prior to the incorporation of the item into the Work. In any case in which the time period specified in the Contract Documents from the Notice to Proceed to Substantial Completion is less than 30 days, this requirement can be waived by the Architect.
 - 3. Upon receipt of a written request for approval of an or-equal substitution, the Architect shall investigate whether the proposed item shall be considered equal to the item named or described in the Contract Documents. Upon conclusion of the investigation, the Architect shall promptly advise the Contractor that the item is, or is not, considered acceptable as on Or-Equal substitution. Such written notice must have the concurrence of the Owner.

1.04 SUBMISSION OF SHOP DRAWINGS

- A. Shop Drawings shall be complete, giving all information necessary or requested in the individual section of the specifications. They shall also show all adjoining Work, other work affected, and details of connection thereto, including hardware, flashing, waterproofing, and all utilities.
- B. Shop Drawings shall be for whole systems. Partial submissions will not be accepted.

- C. The Architect reserves the right to review and approve shop drawings only after approval of related product data and samples.
- D. Shop drawings shall be properly identified and contain the name of the project, name of the firm submitting the shop drawings, shop drawing number, date of shop drawings and revisions, Contractor's stamp of approval, and sufficient spaces near the title block for the Architect's stamp.
- E. The Contractor shall submit to the Architect seven (7) black line prints of each shop drawing. Transparency and prints shall be mailed or delivered in roll form. Each submittal shall be accompanied by a transmittal notice.
- F. When the transparency is returned by the Architect with the stamp "Revise and Resubmit" or "Disapproved", the Contractor shall correct the original drawing or prepare a new drawing and resubmit seven (7) prints thereof to the Architect for approval. This procedure shall be repeated until the Architect's approval is obtained. No limit.
- G. The Contractor shall maintain one full set of approved shop drawings at the site.
- H. Photo copies of the bid documents are not acceptable as shop drawings.
- I. Provide shop drawings for every item to be installed or repaired in the entire project, whether or not indicated in the spec section.

1.05 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (SUBMITTALS AND DISTRIBUTION)

- A. The General Contractor, within ten (10) working days after the commencement of work shall prepare and submit for the Architect's approval a schedule of Shop Drawings, Product Data and Samples required to be submitted for the work. The schedule shall indicate by trade the date by which final approval of each item must be obtained, and shall be revised as required by conditions of the work, subject to Architect's approval. The schedule of Shop Drawings shall correspond to the Construction Schedule so that the submissions relate to the time when the products and/or systems will be required on the site. The Architect will not approve a Schedule which calls for out of sequence submittals.
- B. General Contractor shall submit Shop Drawing, product data and samples accompanied by the General Contractor's Shop Drawing, Product Data and Sample Transmittals form.
- C. Preparation of Submittal Form: Fill out transmittal form in the following manner using a typewriter or word processor, and retain one copy – General Contractor's first file:

1. General Contr. Job No. General Contractor's name and job number.
2. Spec. Section The Specification Section number where item is specified – do not submit items from more than one Specification Section on the same form.
3. Submitted by Name of General Contractor's employee responsible for the General Contractor's review.
4. Project/No. Project name and Architect's project number.
5. Transmittal No. Transmittal numbers shall be consecutive for the project.
6. Date Submitted Date leaving General Contractor's office.
7. Subcontractor Name of firm preparing original documents (shop drawings or sample).
8. Submission No. 1st, 2nd, 3rd, etc. depending on previous submission for same item (see Resubmittal procedure).
9. Spec. Sec. Para. Specific paragraph number which item as Specified.
10. Copies & Type Number of copies submitted and type of material submitted (sepia, print, brochure or sample, etc.).
11. Contr.'s Remarks Note exceptions or deviations from the Contract Documents and reasons for them.

D. Resubmissions: Resubmittal shall follow the same procedures as the initial submittal with the following exceptions:

1. Transmittal shall contain the same information as the first transmittal except that transmittal numbers shall run consecutively and the submission number shall indicate 2nd, 3rd, etc. submission. The drawing number/description shall be identical to the initial submission and the date shall be the revised date for that submission.
2. Unless otherwise approved by the A, no new material shall be included on the same transmittal for a resubmission.

g. Architect's Remarks Note major deviations from the Contract Documents.

4. The Architect will return two (2) of Shop Drawings, one Sample or two brochures with copies of transmittal forms to the General Contractor.
5. The Architect will keep a copy and send one copy to the Owner.

1.06 SUBMISSION OF PRODUCT DATA

- A. The Contractor shall submit seven (7) copies of Product Data to the Architect. All such data shall be specific and identification of material or equipment submitted shall be clearly marked in ink. Data of general nature will not be accepted.
- B. Product Data shall be accompanied by a transmittal notice. The Contractor's stamp of approval shall appear on the printed information itself, in a location which will not impair legibility.
- C. Product Data returned by the Designer as "Disapproved" shall be resubmitted in seven (7) days until the Architect's approval is obtained.
- D. When the Product Data are acceptable, the Architect will stamp them "Approved" or "Approved as Corrected", distribute copies to the team 3 copies, and return two (2) copies to the Contractor. The Contractor shall provide and distribute additional copies as may be required to complete the Work.
- E. The Contractor shall maintain one full set of approved, original, Product Data at the site.
- F. Provide product data for all items to be installed whether or not noted in the specification section.

1.07 SUBMISSION OF SAMPLES

- A. Unless otherwise specified in the individual section, the Contractor shall submit three specimens of each sample.
- B. Samples shall be of adequate size to permit proper evaluation of materials. Where variations in color or in other characteristics are to be expected, samples shall show the maximum range of variation. Materials exceeding the variation of approved samples will not be approved on the Work.
- C. Samples of items of interior finishes shall be submitted all at once to permit a coordinated selection of colors and finishes.

- D. Samples which can be conveniently mailed shall be sent directly to the Designer, accompanied by a transmittal notice. All transmittals shall be stamped with the Contractor's approval stamp of the material submitted.
- E. All other samples shall be delivered at the field office of the Project Representative with sample identification tag attached and properly filled in. Transmittal notice of samples so delivered with the Contractor's stamp of approval shall be mailed to the Architect.
- F. If a sample is rejected by the Architect, a new sample shall be resubmitted in the manner specified hereinabove. This procedure shall be repeated until the sample is approved by the Architect.
- G. Samples will not be returned unless return is requested at the time of submission. The right is reserved to require submission of samples whether or not particular mention is made in the specifications, at no additional cost to DCAM.
- H. Samples shall not be installed as part of the work.
- I. Provide color and finish samples of every item to be installed.

1.08 CONSTRUCTION SCHEDULE

- A. The Proposed Construction Schedule shall be based on an orderly progression of the work, allowing adequate time for each operation, and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The Proposed Construction Schedule will be reviewed by the Owner/Architect for compliance with the requirements of this Article and will be accepted or returned to the Contractor for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the Proposed Construction Schedule has been approved by the Owner/Architect.
- B. The Proposed Construction Schedule in **critical path method form** which shall include the following with such other details as Owner/Architect may require:
 - 1. Indicate complete sequence of construction by activity, with dates for beginning and completion of each element and stage of construction.
 - 2. Identify each item by major Specification Section number.
 - 3. Submittal and Approval Dates for all Shop Drawings and Samples.
 - 4. A chart showing Critical Delivery Dates for Material and Equipment to be incorporated into the Work.
 - 5. Provide sub-schedules to define critical portions of entire Schedule.

6. Coordinate content with Schedule of Values and provide the cost of each activity as identified in the Construction Schedule.
- C. During the progress of the Work, any changes in the original schedule desired by the General Contractor which affect Contract completion dates shall be approved by the Owner before being put into effect.
- D. When changes in the Work are required, the original Proposed Construction Schedule shall be revised without delay to incorporate such changes or new work and indicate the effect hereof on the Project as a whole.
- E. Provide updated critical path method (CPM) chart each month. Submit chart for review with Contractor's Application for Payment.

1.09 SCHEDULE OF VALUES

- A. Prior to the first request for payment, the General Contractor shall submit to the Architect and Owner, a Schedule of Values of the various portions of the work in sufficient detail to reflect various major components of each trade, including quantities when requested, aggregating the total contract sum, and divided so as to facilitate payments for work under each Section in accordance with Article VII of the Contract Form. The Schedule shall be prepared in such form as specified or as the Architect or Owner may approve, and it shall include data to substantiate its accuracy. Each item in the Schedule of Values shall include its proper share of overhead and profit in this schedule, including breakdown of values, requires the approval of the Architect and Owner and shall be used only as a basis for the Contractor's request for payment.

1.10 MANUFACTURER'S INSTRUCTIONS

- A. Submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for all products.

1.11 CERTIFICATES OF COMPLIANCE

- A. Submit certificates of compliance together with the associated Shop Drawings, Product Data and Samples required for the Product.
- B. Submit on 8-1/2 in. x 11 in. white paper.
- C. Submit one copy.
- D. The Architect will retain the certificates of compliance; no approval reply is intended.

1.12 PATTERNS AND COLORS

- A. Submit accurate color charts and pattern charts to the Architect for his/her review and selection whenever a choice of color or pattern is available in a specified product, unless the exact color and pattern of a product are indicated in the Contract Documents. Submit actual cured samples of all materials for color approval.

1.13 RECORD DRAWINGS

- A. At the completion of the project, the Contractor shall prepare a complete set of reproducible record drawings and AutoCAD Files, latest version on compact discs showing all systems as actually installed.

1.14 SUBMITTAL TRANSMITTAL FORM

- A. All submittals shall be presented with the submittal transmittal form attached, completely filled out. Submittals without the attached form will be returned without review.

END OF SECTION

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ARLINGTON, MASSACHUSETTS
CBI JOB NO.: 17152

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Front Ends

Submittal Transmittal - FORMATTED TO FIT SPEC.doc

Submittal Transmittal - FORMATTED TO FIT SPEC.pdf

**LINKS ABOVE WILL BRING YOU TO WORD AND PDF VERSIONS OF THE
SUBMITTAL TRANSMITTAL TO BE INSERTED HERE**

DELETE THIS PAGE

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 35 13

SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that all the material, labor, and equipment be furnished complete in every respect, and that this Contractor shall provide all material, labor, and equipment needed and usually furnished in connection with such systems to provide a complete installation including all demolition, disposal, and patching of adjacent surfaces. Materials, equipment, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 BIDDERS EXAMINATION AND INSPECTION OF EXISTING BUILDING AND SITE

- A. All bidders must inspect the existing site and make their own assessment of the work required to achieve the complete, finished conditions specified in the Contract Documents.
- B. Failure to adequately inspect the site and/or correctly assess existing conditions shall not be cause for additional payment.
- C. Every contractor will be bound by the scope of work of the Contract Documents and shall make the inspections necessary to assure that the bid price includes the complete scope.

1.03 HOURS OF WORK

- A. Work may commence at 7:00 A.M. and continue until 5:00 P.M., Monday through Friday.

- B. The contractor shall be completely and fully responsible for the security and safety of the job site at all times.

1.04 CONTRACTOR USE OF THE BUILDINGS, ACCESSIBILITY AND SCHEDULES FOR WORK

- A. The work of the Contractor and all Subcontractors shall be performed during the hours of operation as specified herein and in and around areas of the building and site used while occupied by the Owner and the public. The Contractor shall execute the Work with the least possible disturbance to the use and continuous functioning of the site and building. The Contractor and each Subcontractor take all necessary measures to assure the safety of the staff, visitors, and the general public. The General Contractor is solely responsible for safety on the job site including securing and making safe all construction areas during construction hours as well as during non-construction hours.
- B. Schedule of Work and Site Use
 1. The Contractor shall schedule the work of this Contract so as to perform and complete the Work of the Contract according to the following schedule. The Contractor shall within seven (7) days of the Notice of Contract Award, submit a schedule to the Owner and Architect for review.
 2. Between the time period of the general bid due date and Construction Commencement, the Contractor shall take all necessary measures to complete the Work of this Contract. It is expected that the Contractor utilize the time period between the bid date and construction start date to schedule and coordinate the work and work sequence, prepare shop drawings and submittals for approval and order materials. The Owner shall issue a Notice to Proceed. If the work is not complete by the completion date, the Contractor will be subject to liquidated damages.
 3. The Contractor shall be responsible for providing any and all measures and/or temporary construction required to control the transmission of dust, particles, and fumes from construction activities.
 4. The Contractor shall be responsible on a daily basis for informing the designated Owner's representative of all persons on-site that day associated with the Work. The Contractor shall establish a daily reporting system of all activities which is acceptable to the Owner.
 5. The Construction schedule shall indicate the dates for start and completion of each work item or task required with all milestones using a Bar Chart subject to approval by the Architect.

6. The Awarding Authority's review of the project construction schedule shall not extend to the accuracy or other matters dealt with in the schedule, including but not limited to whether work is omitted, whether duration of activity is reasonable, the level of labor, materials or equipment, the Contractor's means, methods, techniques, procedures or sequence of construction, or whether the sequence and timing for work remaining are practical. The accuracy, correctness of all work, sequencing, and schedules shall remain the sole responsibility of the Contractor. Neither the Awarding Authority's review of a schedule nor a statement of resubmittal not required shall relieve the Contractor for the responsibility for complying with the contract schedule, adhering to sequences of work, or from completing any omitted work with the Contract Time.
7. The Contractor shall provide, erect and maintain barricades with any required egress, access doors, lighting, ventilation, guard rails and all other appurtenances required to protect the general public, visitors, staff, and workers while construction is in progress. Safety is the sole responsibility of the Contractor on the job site.

1.05 HOUSEKEEPING AND PROTECTION OF EXISTING CONDITIONS

- A. Maintain the premises in a safe, orderly condition at all times. Protect construction, furnishings, equipment and other items.
- B. Property Protection: The General Contractor shall take all measures necessary to protect the Owner's property.
- C. Security: The General Contractor shall take every possible precaution to maintain the security of the buildings and site. The Contractor shall cooperate with the Owner fully and follow the Owner's directions as issued. The Contractor shall control and restrict access to areas of work to prevent injury to persons and property.
- D. The Contractor shall properly cover, protect and maintain floor and finished surfaces to prevent damage. Replace protective coverings which become wet, torn or ineffective.
- E. Correction by the Contractor
 1. At no additional cost to the Owner, the General Contractor shall immediately correct all deficiencies, including damages to the building, site and site surfaces, damages to furnishings, damages to equipment or systems, damage to adjacent properties, and all other damage caused by the General Contractor or its Subcontractors during the execution of the Work of this Contract. Any and all damages resulting from inadequate, insufficient or defective temporary protections installed by the Contractor

during the work of this Contract, shall be corrected by the General Contractor at no additional cost to the Owner.

1.06 DUST, DIRT, AND FUME CONTROL

- A. The Contractor shall take all necessary precautions and provide all necessary temporary construction to effectively contain dust, dirt and fumes within the areas of work and within the work limits. Temporary construction shall be provided to effectively prevent dust and dirt from entering areas of the buildings or adjacent buildings, satisfying all City, State and Federal laws, codes, and requirements.

1.08 RUBBISH REMOVAL

- A. The Contractor shall remove all rubbish, waste, tools, equipment and appurtenances caused by and used in the execution of the Work; but this shall in no way be construed to relieve the Contractor of his primary responsibility for maintaining the building and Project site clean and free of debris, leaving all work in a clean condition and satisfactory to the Official.
- B. Immediately after unpacking, the Contractor shall collect and remove from the building and Project site all packing materials, case lumber, excelsior, wrapping and other rubbish.
- C. Rubbish removal shall occur so that trash and debris are contained in closed and secured waste containers.

1.12 BROKEN GLASS

- A. The Contractor shall be held responsible at all times prior to Substantial Completion of the Work for all broken or scratched glass, or glass which had been damaged as a result of the Work, or otherwise. And, when so directed by the Official, the Contractor shall replace at no increase in Contract Price or Contract Time, all such glass broken, missing, or damaged prior to Substantial Completion.

1.13 CLEANING AND POLISHING

- A. The Contractor shall at all times keep the building and Project site free from accumulation of waste materials or rubbish.
- B. Immediately prior to final inspection, the entire building and surrounding Project areas shall be thoroughly cleaned by the Contractor including, without limitation:
 - 1. All construction facilities, tools, equipment, surplus materials, debris and rubbish shall be removed from the Project site and the entire Work shall be left broom clean.

2. All finished surfaces shall be left in perfect condition, free of stains, spots, marks, dirt, and other defects. The Contractor shall be responsible for the cleaning and polishing of the Work of all trades, whether or not cleaning by such trades is included in their respective Selection of the Specifications.
 3. New glass shall be washed and polished on both sides.
- C. In cleaning items having manufacturer's finish, or items previously finished by a Subcontractor, care shall be taken not to damage such finish. In cleaning glass and finish surfaces, care shall be taken not to use cleaning agents which may stain or damage any finish materials. Any damage to finishes caused by cleaning operations shall be corrected and repaired by the Contractor at no increase in Contract Price.

1.14 OR-EQUAL

- A. Where materials, equipment, apparatus, or other products are specified by Manufacturer, brand name, type or catalog number, such designation is to establish standards or performance, quality, type and style.
- B. If the General or Subcontractor wishes to use materials or equipment other than these specifically designated herein, as being equal to those so specifically designated, he shall submit the proposed substitution before purchasing and/or fabrication in accordance with the requirement of the General Conditions for approval.
- C. It is the responsibility of the Contractor to submit all back-up material and data needed to prove that the proposed product is an "or-equal". The Architect will not review an alternative product without proper documentation. Alternative products and assemblies will be rejected immediately without proper documentation.
- D. The schedule of the project is not subject to the availability of products submitted as "or approved equal" or the review needed to certify an "or approved equal" product.

1.15 PERMITS AND POLICE DETAILS

- A. The contractor is responsible for procuring and paying for all applicable permits and police details throughout the entire project.

1.16 COORDINATION

- A. The Contractor shall coordinate locations of all items to be installed with the Architect. If an item is not dimensioned, for height or location, contact the

Architect for the installation information. Installation of items without the proper dimensional information may result in reinstallation at no additional charge by the contractor.

1.17 GENERAL NOTES

- A. Contractor shall be responsible for checking and coordinating all dimensions with architectural drawings. In case of conflict, the architect shall be notified and shall resolve the conflict.
- B. In any case of conflict between the drawings and the project specifications, the more stringent requirements shall govern.
- C. The contractor shall make no deviation from design drawings without prior review by the architect.
- D. Work not indicated on a part of the drawings but reasonably implied to be similar to that shown at corresponding places shall be repeated.
- E. All work shall comply with applicable codes and local laws and regulations.
- F. The structural design of the building is based on the full interaction of all its component parts. No provisions have been made for conditions occurring during construction. It is the sole responsibility of the contractor to make proper and adequate provisions for stability of, and all stresses to the structure due to any cause during construction.
- H. Contractor shall not scale drawings. Contractor shall request all dimensions or information required to perform the work from the architect. Work completed by the contractor without dimensions or information shall be done at their own risk and, if deemed incorrect by the architect, shall be removed and reinstalled to the specifications of the architect at no additional cost to the owner.
- I. Codes: the project is based on the requirements of the Massachusetts State Building Code - Ninth Edition.
- J. The plans were compiled from various sources. The contractor is responsible for verifying all existing conditions and dimensions.

1.18 INSURANCE

- A. The Contractor shall purchase and maintain, at his expense all insurance required by the Contract. Documents and all insurance required by the applicable laws of Massachusetts, including but not limited to, General Laws, Chapter 146, in connection with all hoisting equipment.

B. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and from claims for damages because of bodily injury, including death and all property damage including, without limitation, damage to buildings and adjoining the site of construction which might arise from and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them including:

1. Statutory Worker's Compensation and Employer's Liability

The contractor shall provide insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws (so-called Worker's Compensation Act) to all persons to be employed under this contract and shall continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof. The contractor shall, without limiting the generality of the foregoing, conform to the provisions of Section 34A of Chapter 149 of the General Laws, which Section is incorporated herein by reference and made a part of hereof.

2. Comprehensive General Liability Insurance

Minimum bodily injury limits of \$ 500,000 per person and \$ 1,000,000 per accident, and property damage limits of \$ 500,000 per accident and \$ 1,000,000 aggregate during any 12 month period, shall include the following:

- a. Public liability (bodily injury and property damage)
- b. X.C.U. (explosion, collapse, and underground utilities)
- c. Independent contractor's protective liability.
- d. Products and completed operations.
- e. Save harmless agreement for Owner and Architects set forth in ARTICLE 10.11 of the GENERAL CONDITIONS.

3. Comprehensive All Risk Motor Vehicle Liability Insurance

Minimum bodily injury limits of \$ 500,000 per person, \$ 1,000,000 per accident, and property damage limit of \$ 1,000,000 per accident.

4. All Risk Insurance

Covering all Contractor's equipment with a provision for Waiver of Subrogation against the Owner.

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5. Excess Liability Insurance in Umbrella Form with combined Bodily Injury and Property Damage Limit of \$ 1,000,000.
6. The Town of Arlington and CBI Consulting LLC shall be listed as Additional Insured with a Waiver of Subrogation on the insurance policy for this project.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 40 00

CONDUCT OF THE WORK

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that all the material, labor, and equipment be furnished complete in every respect, and that this Contractor shall provide all material, labor, and equipment needed and usually furnished in connection with such systems to provide a complete installation including all demolition, disposal, and patching of adjacent surfaces. Materials, equipment, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 PROJECT MANAGEMENT

- A. The Contractor's attention is directed to the General Conditions.
- B. The Building will be occupied during construction. The Contractor will have complete control of the job site and is solely responsible for safety and security on the job site. The Contractor shall take all necessary precautions to ensure the public safety and convenience of the visitors during construction.
- C. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient personnel and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- D. Unless specifically authorized by the Owner, in writing, the work must be conducted between the hours of 7:00 a.m. and 5:00 p.m. on Monday through Friday. No work is to be done on Saturdays, Sundays or Holidays unless approved by the Owner in advance.
- E. The Contractor is responsible for the security and stability of partially completed work until the project is accepted by the Owner.

CONDUCT OF WORK

1.03 SHUTDOWN OF SERVICES

- A. If site utility services to the neighborhood are cut by the contractor, he shall supply all labor, materials or whatever may be required to supply said temporary utility services at no extra cost to the neighborhood and in accordance with the state and local regulations on health and safety, working around the clock, until they are reinstated. The contractor shall also repair the damaged utility immediately at no cost to the owner.

1.04 COORDINATION

- A. The Contractor shall submit for approval to the Owner a detailed operational plan showing the sequence of operations prior to commencement of any work at the site. Any changes to this operational plan must be approved by the Owner.
- B. The Contractor must retain on the Work during its progress a competent full time representative, satisfactory to the Owner. This representative shall not be changed, except with the consent of the Owner. The representative shall be in full charge of the work and all instructions given to this person by the Architect shall be binding.
- C. The Contractor must supply to the Owner the home telephone number of a responsible person who may be contacted during non-work-hours for emergencies on the Project.

1.05 OWNER'S COOPERATION

- A. The Owner shall assist the Contractor to perform the Work in accordance with the approved operational plan.
- B. The Contractor shall provide:
 - 1. Notification to the Owner two (2) weeks before any work is scheduled at the site/building.
 - 2. Notification to the Owner in writing forty-eight (48) hours before work is scheduled in any particular area.
 - 3. An updated schedule monthly with the application for payment. Payments will not be authorized until the updated schedule is received and approved.

END OF SECTION

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 42 00

DEFINITIONS & STANDARDS

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that the equipment to be furnished complete in every respect, and that this Contractor shall provide all equipment needed and usually furnished in connection with such systems to provide a complete installation. Equipment, materials, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 DELIVERY AND STORAGE

- A. Materials shall be delivered dry, in their original, unopened containers, clearly labeled with manufacturer's name, brand name, and such identifying numbers as are appropriate. Materials shall be stored as required by the Manufacturer's specifications.
 - 1. All materials shall be stored flat, or in the case of rolls, standing on end, elevated from the ground or deck, and protected with approved waterproof covers to keep the materials dry and protected from sunlight and moisture, and ventilated to prevent excessive temperature.
 - 2. Flammable materials shall be stored in a cool, dry area away from sparks and open flames.
 - 3. Damaged or deteriorated materials shall not be used and shall be removed from the job site.
 - 4. All cardboard containers shall be stored in dry areas or on pallets. Packing materials shall be collected so as not to blow around the site.

DEFINITIONS & STANDARDS

5. All materials shall be stored in temperatures specified by the manufacturer. Submit proposed storage arrangements regarding temperature to the Architect and the materials manufacturer for review.
6. All firestopping shall be performed by each respective trade. All File Sub-Bidders shall firestop their own work.

1.03 JOB CONDITIONS

- A. Do not deliver to site or install any material or system that has not been approved. Materials installed without approval may be required to be removed and replaced at no additional cost to the owner.
- B. Materials which have a temperature other than the application temperature of the manufacturer shall not be applied.
- C. All materials shall be installed according to manufacturer's specifications and shall be compatible with the existing materials used on site.
- D. Remove only as much existing roofing as can be replaced and made weathertight each day, including all flashing work.
- E. All surfaces to receive the new materials shall be thoroughly dry. Should surface moisture such as dew exist, the Contractor shall provide the necessary equipment to dry the surface prior to application.

1.04 CONDITIONS, DIMENSIONS AND QUANTITIES

- A. All conditions, dimensions and quantities shall be determined or verified by the Contractor. The Plans and details have been compiled from various sources and may not reflect the actual condition at the moment of construction. The Contractor is cautioned to take all precautions and make all investigations necessary to install the proposed work. The Owner will not consider unfamiliarity with the job conditions as a basis for additional compensation.

1.05 DEFINITION OF "CONSULTANT"

- A. Any reference to "Designer", "Engineer" or "Architect" in this Project Manual, Specification or on the drawings shall refer to CBI Consulting LLC., 250 Dorchester Avenue., Boston, Massachusetts 02127, (617) 268-8977, Arno Skalski, Project Manager.

1.06 DEFINITION OF "OWNER"

- A. Any reference to the Owner shall be the Town of Arlington.

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1.07 MINIMUM REQUIREMENTS

- A. It is the intent of these contract documents to, in some cases, exceed the minimum requirements of the manufacturer. The new work shall be bid and installed as detailed.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 45 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that the equipment to be furnished complete in every respect, and that this Contractor shall provide all equipment needed and usually furnished in connection with such systems to provide a complete installation. Equipment, materials, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 PULL-OUT TESTS

- A. The Contractor shall perform pull-out tests to determine the length and type of fastener required to provide adequate withdrawal resistance from every substrate.
- B. A minimum of two pull out tests shall be performed per section to be fastened. More tests shall be performed if required by the structural engineer or the material manufacturer.
- C. Submit a report from the fastener supplier and the product manufacturer describing the pull out tests, the recommend fasteners, and that they are covered under the warranty.

1.03 INSPECTION AND TESTING

- A. An independent inspector and/or testing laboratory may be engaged and paid for by the Owner to perform the inspection and testing of the new work.

- B. The Contractor shall cooperate with the inspector and/or testing laboratory, furnish materials and labor as may be required and provide for convenient access to all parts of the work for purposes of inspection and testing.
- C. The Contractor shall accept as final the results of all such inspection and testing.
- D. The inspector shall have the authority to delay the commencement of work, or to stop the work at any time, for any reason which he deems necessary.
- E. The inspector and/or testing laboratory reserves the right to require the Contractor to perform removal of materials installed by the Contractor. Make all cuts in accordance with the recognized standard practices. Remove materials only in the presence of the inspector.
 - 1. Immediately after removing each material sample identify each by number and exact location by gummed label attached to a smooth surface of the cut sample.
 - 2. Submit the cut samples directly to the inspector after applying identification.
 - 3. Replace the cut with new materials, matching those removed, immediately after each removal, and insure that the replacement is completely watertight.
- F. The removal cuts shall be subjected to various tests, including moisture content, density, thickness, compressive strength, composition, conformance with ASTM specifications where applicable, conformance with the recommendations of the manufacturers whose materials were used.
- G. Bear all costs for tests where materials or systems have been found unacceptable and all costs for replacement required due to such unacceptability.
- H. If any replacement work is required, such work will also be subject to the terms of this SPECIFICATION.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 50 00 TEMPORARY CONSTRUCTION FACILITIES & CONTROLS

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that the equipment to be furnished complete in every respect, and that this Contractor shall provide all equipment needed and usually furnished in connection with such systems to provide a complete installation. Equipment, materials, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 GENERAL

- A. The Contractor shall be responsible for providing and maintaining all temporary facilities until Substantial Completion. Removal of such prior to Substantial Completion must be with the concurrence of the Architect. The Contractor bears full responsibility for reproviding any facility removed prior to Substantial Completion
- B. Removal of all temporary facilities shall be a condition precedent to Substantial Completion unless directed otherwise by the Architect or specifically noted in the specifications.
- C. The Contractor must comply with all safety laws and regulations of the Commonwealth of Massachusetts, the United States Government, and local government agencies applicable to Work under this contract. The Contractor's attention is directed to the Commonwealth of Massachusetts, Department of Labor and Industries Regulation 454 CMR.
- D. Safety is the sole responsibility of the contractor on the job site. Contractor is notified that the building will be occupied during construction. The Architect does

TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS

not have control of the job site in any way.

1.03 TEMPORARY TOILETS

- A. Portable, temporary toilets shall be provided by the contractor and shall be located as directed by the owner.
- B. The Contractor:
 - 1. Assumes full responsibility for the use of the temporary toilets
 - 2. Pays all costs for operation, maintenance and cleaning.
- C. Under no circumstances will the Contractor's personnel be allowed to use the newly installed toilets and sinks in the building.
- D. The Contractor shall not have use of sanitary toilet facilities within the building and must provide portable sanitary toilets for the use of their forces for the entire duration of the work. Toilets shall be cleaned and emptied twice weekly (minimum) and as directed by the Owner.

1.04 TEMPORARY CONSTRUCTION FENCE

- A. The Contractor shall be responsible for providing and maintaining temporary fencing and barricades around the construction as may be necessary to assure the safety of all persons authorized or unauthorized. Such protective measures shall also be located and constructed as required by local, state, and federal ordinances, laws, codes, or regulations.

1.05 TEMPORARY STRUCTURES AND MATERIAL HANDLING

- A. The Contractor shall provide such secure storage sheds, temporary buildings, or trailers as required for the performance of the Contract.
- B. Materials shall be handled, stored, installed, cleaned, and protected in accordance with the best practice in the industry and, except where otherwise specified in the Contract Documents, in accordance with manufacturer's specifications and directions.
- C. The Contractor must obtain the permission of the Owner for the placement of any storage facilities on site, and the Owner assumes no responsibility for articles stored.

1.06 TEMPORARY STAGING, STAIRS, CHUTES

- A. Except as otherwise specified, the Contractor shall furnish, install, maintain in safe condition, and remove all scaffolds, staging, and planking over 8 ft. in height,

TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS

required for the use of all trades for proper execution of the Work, except as noted.

- B. The Contractor shall furnish, install, maintain in safe condition, and remove all temporary ramps, stairs, ladders, and similar items as required for the use of all trades for the proper execution of the Work.
- C. If the project is new construction permanent stairs shall be erected as soon as possible, for which the Contractor shall provide temporary protective treads, risers, handrails, and shaft protection.
- D. The Contractor shall furnish, install, maintain, and remove covered chutes from the work area. Such shall be in convenient locations and permit disposal of rubbish directly into trucks or disposal units.
- E. Debris shall not be allowed to fall freely from upper levels of the building. Materials shall not be thrown or dropped from open windows or the roof.
- G. Each File Sub-Bidder is responsible for erecting and maintaining, in safe condition, all scaffolding or staging required on the job, as well as all hoisting, to perform all the work of their respective trade, and for use by the Architect who will need to review the work or mark or verify quantities on the project. The General Bidder is responsible for erecting and maintaining, in safe condition, all scaffolding or staging required on the job, as well as all hoisting, to perform all the work in their scope and for use by the Architect who will need to review the work or mark or verify quantities on the project.

1.07 HOISTING FACILITIES

- A. Except as otherwise specified, the Contractor shall provide, operate, and remove material hoists, cranes, and other hoisting as required for the performance of the Work by all trades. All such hoisting service shall be without cost to the Subcontractors and Sub-Bidders.

1.08 UTILITIES

- A. The contractor will be able to use without charge, electrical power and water. It is the responsibility of the Contractor to make provisions to extend the utility from the nearest service outlet designated by the Owner to the point of use. Any misuse will be cause for discontinuance of the utility whereupon the Contractor shall provide the service at his/her own expense. Electrical energy shall not be used for temporary heating purposes. Do not include any cost for use of electric power or water that may be supplied by the Owner in the Basic Construction Proposal. All work shall comply with all applicable codes as well as OSHA requirements.

1.09 TEMPORARY WATER

- A. The Contractor may make use of the available water supply at the site for construction purposes, provided the permission of the Owner is obtained beforehand and only as long as the water is not used wastefully.
- B. The Contractor shall provide all necessary piping and hoses to utilize the available sources of water.
- C. The Contractor shall provide an adequate supply of cool drinking water with individual drinking cups for personnel on the job.

1.10 TEMPORARY ELECTRICITY

- A. The Contractor may make use of the electricity available at the site, metered and paid for by the Owner, provided that the Contractor shall supply proper adapters and extension cords.
 - 1. Where heavy duty electric equipment drawing current in excess of 15 amperes is involved, the Contractor shall provide temporary service to supply the power.
 - 2. The temporary electric service shall include, but not be limited to labor, materials, and equipment necessary to supply temporary power of adequate capacity for the project.
 - 3. Transformers and meters, when required by the power company, will be furnished by the power company and the contractor shall pay the costs thereof.
- B. Temporary electrical Work shall be performed under the direct supervision of at least one master electrician, who will be present on the project at all times when such work is being performed.
- C. The Contractor shall furnish, install, and maintain lamps in operating condition. The Contractor, and each Subcontractor, shall furnish their own extension cords and additional lamps as may be required for their work. Temporary work of a special nature, not otherwise specified hereunder, shall be provided, maintained, and paid for the trade requiring same.
- D. All lamps installed in permanent lighting fixtures and used as temporary lights during the construction period shall be removed and replaced shortly before Substantial Completion by the set of lamps required to be provided under the Electrical section of the specifications.
- E. All temporary work shall be provided in conformity with the National Electric

TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS

Code, State laws, and requirements of the power company. Particular attention is called to Commonwealth of Massachusetts, Department of Labor and Industries Regulation, 454 CMR.

1.11 WEATHER PROTECTION

- A. The Contractor shall provide temporary enclosures and heat to permit work to be carried on during the months of November through March in compliance with MGL c.149 §44G (d). Without limitation this includes such items as excavation, pile driving, steel erection, erection of certain exterior wall panels, masonry, sealants, waterproofing, sheet metal work, roofing, and similar operations.
- B. "Weather Protection" means the temporary protection of that Work adversely affected by moisture, wind, and cold by covering, enclosing, and/or heating. This protection shall provide adequate working areas during the months of November through March as determined by the Owner and consistent with the construction schedule to permit the continuous progress of all Work necessary to maintain an orderly and efficient sequence of construction operations. The Contractor shall furnish and install "Weather Protection" material and be responsible for all costs, including heating required to maintain a minimum of 40 degrees F. at the working surface. This provision does not supersede any specific requirements for methods of construction, curing of materials, or the applicable conditions set forth in the Contract Documents with added regard to performance obligations of the Contractor.
- C. Within 30 calendar days after award of the Contract, the Contractor shall submit in writing, to the Architect for approval, three (3) copies of the proposed methods for "Weather Protection".
- D. The Contractor shall assume the entire responsibility for weather protection during construction (until Substantial Completion), and shall be liable for any damage to any Work caused by failure to supply proper weather protection and proper ventilation.
- E. Work damaged by frost shall be removed and replaced by and at the Contractor's expense and as directed by the Architect.
- F. It is to be specifically understood that the Contractor shall do no work under any conditions deemed unsuitable by the Contractor to the execution of the Work. This provision shall not constitute any waiver, release, or lessening of the Contractor's obligation to bring the Work to Substantial Completion within the period of time set forth in the Contract Documents.

1.12 PROTECTION

- A. Weather protection shall be provided for; weather conditions occurring or

TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS

anticipated, the extent of the existing structure exposed, or any other possible hazard. Remove only as much roofing and sealant as can be completely replaced and made watertight in one day.

- B. Dust control, pedestrian protection, and traffic control measures shall be provided during the course of the work.
- C. Schedule and execute all work without exposing the sensitive building areas to the affects of inclement weather. Protect the existing structure and its contents against all risks, and repair or replace all damage to the Owner's satisfaction. Protect all exterior building surfaces, roofing, lighting, landscape areas, and pavement from damage.
- D. All new and temporary construction, including equipment and accessories, shall be secured from wind damage or blow-off.
- E. The Contractor shall provide all necessary temporary protection and barriers to segregate the work area and to prevent damage to adjacent areas. Also provide plywood protection for roofing adjacent to construction. Areas damaged because of inadequate protection will be repaired at no additional cost to the owner, as per these specifications and the recommendations of the Architect.
- F. Provide temporary barricades and other forms of protection as required to protect Owner's personnel, students, and general public from injury due to the work.
- G. Any deteriorated substrate which is discovered shall be promptly reported to the Architect.
- H. Safety on the job site is the sole responsibility of the contractor. The Contractor shall ensure that all Local, State, Federal, OSHA or other applicable safety requirements are strictly accorded to. All OSHA safety requirements regarding items such as scaffolding, temporary protections, lift trucks, cranes, removal of debris, dust control, cleaning solvents, and high pressure water washing, sandblasting and equipment shall be ensured by the Contractor.

1.13 DEBRIS

- A. The Contractor will be responsible for the removal of all construction debris from the job site.
- B. Upon completion of each day and each phase of the work the Contractor shall leave the premises free of all debris and waste, in broom-clean condition. Overnight storage of material on site will be as approved by the Owner. The Contractor shall be responsible for keeping the site free of rubbish and debris, and in a neat and orderly condition at all times. The Contractor shall clean up and remove all accumulated rubbish and debris daily.

TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS

- C. The Owner's representative shall inspect the site daily. If it is determined that the site has not been cleaned of construction debris on a particular day the Contractor may be assessed \$100.00 for that day to be used to have the site cleaned by in house personnel. This shall be prepared by the Architect as a deduct change order to the contract.
- D. Debris resulting from the new work shall be placed in covered containers provided by the Contractor and legally disposed of. Burning will not be permitted on site. Dumpster locations shall be approved by the Owner.

1.14 TEMPORARY NOISE AND POLLUTION CONTROL

- A. All work performed under the Contract shall conform to the requirements of Chapter 111, Sections 31C and 142D of the General Laws, Commonwealth of Massachusetts, Department of Public Health, and Metropolitan Boston Air Pollution Control District regulations.

1.15 CONSTRUCTION PARKING CONTROL

- A. The Contractor shall control trucks and worker's vehicles to prevent unnecessary congestion in the neighborhood of the project. See Site Plan for allowable on site parking area.
- B. The schedule and location of all deliveries of materials must be coordinated and approved by the Owner.
- C. There is sufficient parking on site for the contractor's vehicles. All parking will be at the direction of the Owner.

1.16 TEMPORARY SITE STORAGE

- A. The Owner shall designate an area for temporary site storage on the site. All materials shall be stored in locked storage trailers or container boxes.
- B. Storage of materials will not be permitted within the building scope of work area.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS

01 50 00 - 7

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 51 00

PROTECTION

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that all the material, labor, and equipment be furnished complete in every respect, and that this Contractor shall provide all material, labor, and equipment needed and usually furnished in connection with such systems to provide a complete installation including all demolition, disposal, and patching of adjacent surfaces. Materials, equipment, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 PROTECTION OF PERSONS & PROPERTIES

- A. The site will not be occupied during construction. The contractor shall have complete control of the job site. The Contractor shall take all necessary precautions to ensure the public safety and convenience of visitors during construction. Safety is the sole responsibility of the contractor, regardless of what is set forth in this document. The architect does not have control of the job site, or means and methods, in any way.
- B. Any damage to buildings, roads, (public and private), concrete walks, bituminous concrete areas, fences, rails, lawn areas, trees, shrubbery, poles, underground utilities, etc. shall be made good by and at the Contractor's own expense, all to the satisfaction of the Owner.
- C. The Contractor shall patch, repair and/or replace all adjacent materials and surfaces damaged after the installation of new work to the complete satisfaction and at no expense to the Owner. All repair and replacement work shall match the existing in kind and appearance.

1.03 TEMPORARY PROTECTION

- A. The Contractor shall:
1. Protect excavations, trenches, buildings, and materials at all times from rain water, ground water, backing-up, or leakage of sewers, drains, or other piping, or from water damage of any origin. Provide all pumps, piping, coverings, and other materials and equipment as required by job conditions to accomplish this requirement.
 2. In addition to the weather protection during the months of November to March specified elsewhere, provide temporary watertight enclosures for openings in exterior walls and in roof decks when and as required to protect the Work from damage by inclement weather. Temporary enclosures shall be provided with adequate means of ventilation to prevent accumulation of moisture in the buildings.
 3. Provide temporary wood doors for exterior entrances and elsewhere when required. Permanent door enclosures shall not be used as temporary enclosures.
 4. Protect sills, jambs, and heads of openings through which materials are handled.
 5. Protect decks and slabs to receive work by other trades from any soiling which will prevent proper adhesion of subsequent Work. Decks and slabs shall be left clean and free of blemishes at the time other trades begin the application of their work.
 6. Protect concrete slabs to remain exposed and finished floors against mechanical damage, plaster droppings, oil, grease, paint, or other material which will stain the floor finish. Install and maintain adequate strips of building paper or other protection on finished floors in rooms where future Work will be done by other trades.
 7. Protect all surfaces to receive work by other trades from any soiling which will prevent proper execution of subsequent work
 8. Protect other areas, furniture, and private property of the resident and the Owner. Any areas damaged by the Contractor shall be restored to the original condition or compensated at the Contractor's expense.
- B. Roof surfaces and waterproofed surfaces shall not be subjected to traffic nor shall they be used for storage of materials. Where some activity must take place in order to carry out the Work, adequate protection must be provided.

- C. After the installation of the Work by any Subcontractor is completed, the Contractor shall be responsible for its protection and for repairing, replacing, or cleaning any such Work which has been damaged by other trades or by any other cause, so that all Work is in first class condition at the time of Substantial Completion.

1.04 ACCESS

- A. The Contractor shall, at all times, leave an unobstructed way along walks and roadways, and shall maintain barriers and lights for the protection of all persons and property in all locations where materials are stored or work is in progress.

1.05 SECURITY

- A. The Contractor shall be responsible for providing all security precautions necessary to protect the Contractor's and Owner's interests.
- B. Where excavation is involved, the Contractor shall be responsible for providing continuous watchmen service as necessary, to insure adequate protection of the general public.

1.06 NOISE AND DUST CONTROL

- A. The Contractor shall take special measures to protect the residents, neighbors, and general public from noise, dust, and other disturbances by:
 - 1. Keeping common pedestrian and vehicular circulation areas clean and unobstructed;
 - 2. Insulating work area from occupied portions as far as possible; and
 - 3. Sealing dust and fumes from contaminating occupied spaces.

1.07 FIRE PROTECTION

- A. The Contractor shall take necessary precautions to insure against fire during construction. The Contractor shall be responsible to insure that the area within contract limits is kept orderly and clean and that combustible rubbish and construction debris is promptly removed from the site.
- B. Installation of equipment suitable for fire protection shall be done as soon as possible after commencement of the Work. The Contractor's attention is directed to the requirements of the Commonwealth of Massachusetts, Department of Labor and Workforce Development Regulation 454 CMR.

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ARLINGTON, MASSACHUSETTS
CBI JOB NO.: 17152

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1.08 WIND PROTECTION

- A. Should high wind warnings be issued by the U.S. Weather Bureau, the Contractor shall take every precaution to minimize danger to persons, to the Work, and to the adjacent property.

1.09 WEATHER PROTECTION

- A. The Contractor shall provide Weather Protection as required by Specification Section 01500 Temporary Facilities and any other specific requirements of the Contract Documents.

END OF SECTION

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 52 00

CLEANING

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that all the material, labor, and equipment be furnished complete in every respect, and that this Contractor shall provide all material, labor, and equipment needed and usually furnished in connection with such systems to provide a complete installation including all demolition, disposal, and patching of adjacent surfaces. Materials, equipment, and articles incorporated in the work shall be new and of the best grade of their respective kinds.
- E. This section supplements the General Conditions.
- F. Consult the individual sections of the specifications for cleaning of Work installed under those sections.

1.02 CLEANING DURING CONSTRUCTION

- A. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on the site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.

- C. Do not allow materials and rubbish to drop free or be thrown from upper floors, but remove by use of a material hoist or rubbish chutes.
- D. Maintain the Site free from accumulations of waste, debris, and rubbish.
- E. Provide on-site containers for collection of waste materials and rubbish.
- F. At the end of each day, remove and legally dispose waste materials and rubbish from site.
- G. Disposal of materials shall be in compliance with all applicable laws, ordinances, codes, and by-laws.

1.03 FINAL CLEANING

- A. Prior to submitting a request to the Architect to certify Substantial Completion of the Work, the Contractor shall inspect all interior and exterior spaces and verify that all waste materials, rubbish, tools, equipment, machinery, and surplus materials have been removed, and that all sight-exposed surfaces are clean. Leave the Project clean and ready for occupancy.
- B. Unless otherwise specified under other sections of the Specifications, the Contractor shall perform final cleaning operations as herein specified prior to final inspection.
- C. Cleaning shall include all surfaces, interior and exterior, which the Contractor has had access to, whether new or existing.
- D. Employ experienced workmen or professional cleaners for final cleaning.
- E. Use only cleaning materials recommended by the manufacturer of the surface to be cleaned.
- F. Use cleaning materials which will not create a hazard to health or property and which will not damage surfaces.
- G. All broken or defective glass caused by the Contractor's Work shall be replaced at the expense of the Contractor.
- H. Remove grease, mastic, adhesive, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior surfaces. This includes cleaning of the Work of all finishing trades where needed, whether or not cleaning by such trades is included in their respective specifications.
- I. Clean and polish all new and existing glass and plastic glazing (if any) throughout

the building(s), on both sides. Clean plastic glazing in accordance with the manufacturer's directions. This cleaning shall be completed by qualified window cleaners at the expense of the Contractor just prior to acceptance of the Work.

- J. Wash and polish all mirrors.
- K. Repair, patch, and touch up marred surfaces to the specified finish, to match adjacent surfaces.
- L. Polish glossy surfaces to a clear shine.
- M. Do the final cleaning of resilient floors and wood floors as specified under the respective sections of the Specifications.
- N. Leave all architectural metals, hardware, and fixtures in undamaged, polished conditions.
- O. Leave pipe and duct spaces, plenums, furred spaces and the like clean of debris and decayable materials.
- P. In cleaning items with manufacturer's finish or items previously finished by a Subcontractor, care shall be taken not to damage such manufacturer's or Subcontractor's finish. In cleaning glass and finish surfaces, care shall be taken not to use detergents or other cleaning agents which may stain adjoining finish surfaces. Any damage to finishes caused by cleaning operations shall be repaired at the Contractor's expense.
- Q. Broom clean exposed concrete surfaces and paved surfaces. Rake clean other surfaces of grounds.
- R. Ventilating systems - Replace filters and clean ducts, blowers, and coils if units were operated during construction.
- S. Owner's responsibility for cleaning commences at Substantial Completion.

END OF SECTION

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 70 00

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that the equipment to be furnished be complete in every respect, and that this Contractor shall provide all equipment needed and usually furnished in connection with such systems to provide a complete installation. Equipment, materials, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 COMPLETION OF WORK

- A. The site shall be cleaned of all debris resulting from the work and areas damaged during the course of the work restored to the satisfaction of the architect and the Owner.
- B. The Contractor shall notify the Architect and Owner that the work is completed and Project Manual requirements have been met. The Architect shall review the completed work with the Contractor within seven (7) calendar days of notification. Any deficiencies observed at the time will be conveyed directly to the Contractor with a written confirmation, after which the Contractor shall correct the stated deficiencies to the satisfaction of the Architect within fourteen (14) calendar days prior to demobilization from the site.
- C. After satisfactory completion of the above, the work shall be considered complete with notification by the Architect to the Owner.
- D. The Contractor shall submit all lien waivers and warranties at this time of final payment.

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- E. All guarantees, as required in any Section of the Project Manual shall be submitted for approval prior to final payment.
- F. Contractor shall maintain and record all changes to the plans throughout the entire project and shall submit as-built drawings of the entire project prior to final payment. As-built drawings must be in electronic form on Auto-CAD 2000 or later, submitted on CD. Electronic copies of the Architect's plans can be purchased from the Architect for a fee of \$50 per sheet and upon execution of a *CAD Release Form*. As-Builts shall be available on site for review by the Architect at any time during the project.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 72 00

SURVEYS AND RECORD DRAWINGS

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that all the material, labor, and equipment be furnished complete in every respect, and that this Contractor shall provide all material, labor, and equipment needed and usually furnished in connection with such systems to provide a complete installation including all demolition, disposal, and patching of adjacent surfaces. Materials, equipment, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.01 RECORD DRAWINGS

- A. Record Drawings shall consist of all the Contract Drawings.
- B. From the sets of drawings furnished by the Owner, the Contractor shall reserve one set for record purposes. From this set, the Contractor shall detach and furnish, at no charge to the Subcontractors the drawings of their portion of the Work for the same purpose.
- C. The Contractor and the above Subcontractors shall keep their marked up As Built set on the site at all times and note on it in colored ink or pencil, neatly and accurately, at the end of each working day, the exact location of their work as actually installed. This shall include the location and dimensions of underground and concealed Work, and any architectural, mechanical, or electrical variations from the Contract Drawings. All changes, including those issued by Addendum, Change Order, or instructions by the Architect shall be recorded. Marked up As Built drawings shall be prepared for the entire project and include all Work, including but not limited to:

1. The location of all underground utilities and appurtenances referenced to permanent surface improvements, both horizontally and vertically at ten (10) foot intervals and at all changes of direction.
 2. The location of all internal utilities and appurtunces, concealed by finish materials, including but not limited to valves, coils, dampers, vents, cleanouts, strainers, pipes, junction boxes, turning vanes, variable and constant volume boxes, ducts, traps, and maintenance devices.
 - a. The location of these, items shall be shown by offsets to structure and drawing grid lines.
 - b. The tolerance for the actual location of these items on the marked up As Built Drawings shall be plus or minus two (2) inches.
 - c. Each item shall be referenced by showing a tag number, areas served, and function on the marked up As Built drawing
- D. The Architect may periodically inspect the marked up As Built drawings at the site. The proper and current maintenance of the information required on these drawings shall be a condition precedent to approval of the monthly applications for payment.
- E. At Substantial Completion the Contractor shall submit the complete set of marked up As Built drawings to the Architect. The Contractor shall check all marked up As-Built drawings prepared by subcontractors and certify in writing on the title sheet of the drawings that they are complete and correct, prior to submission to the Architect.
- F. The Architect shall review the marked up As Built drawings and verify by letter to the Owner that the Work is complete.
- G. The Contractor may make a written request for copies of the completed Record Drawings. The Contractor shall reimburse the Owner directly for the cost of printing of any requested Record Drawings.
- H. Contractor shall maintain and record all changes to the plans throughout the entire project and shall submit as-built drawings of the entire project prior to final payment. As-built drawings must be in electronic form on Auto-CAD 2000 or later, submitted on CD. Electronic copies of the Architect's plans can be purchased from the Architect for a fee of \$50 per sheet.

END OF SECTION

DIVISION 02

EXISTING CONDITIONS

SECTION 02 41 00

SELECTIVE DEMOLITION

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect Work of this Section whether or not such Work is specifically mentioned in this Section.
- C. Coordinate Work with that of all other trades affecting or affected by Work of this Section. Cooperate with such trades to assure the steady progress of all Work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that all the material, labor, and equipment be furnished complete in every respect, and that this Contractor shall provide all material, labor, and equipment needed and usually furnished in connection with such systems to provide a complete installation including all demolition, disposal, and patching of adjacent surfaces. Materials, equipment, and articles incorporated in the Work shall be new and of the best grade of their respective kinds.

1.02 WORK TO BE PERFORMED

- A. Provide all the Demolition Work required to complete the Work of the Contract including all the Demolition Work shown on the plans, listed in the specification, and needed to install a complete assembly in every way. Coordinate the Selective Demolition Work with all the other trades for the project. Provide all demolition and disposal Work to complete the Selective Demolition Work. Patch to match all adjacent surfaces that are disturbed, left exposed, or unfinished. All Work of the Contract is related. It is the General Contractor's responsibility to review all the Work of each section, and for each Subcontractor for the entire project so that all the Work can be properly and completely performed.
- B. In general, the Contractor shall supply all material, equipment, temporary protection, tools and appliances necessary for the proper removal of selected construction materials for the completion of the Work as required in the Specifications, in accordance with good construction, and as required by the materials manufacturer.

SELECTIVE DEMOLITION

- C. Supply all shoring and protection necessary to protect the occupants, building area, building systems, and landscape areas. All means and methods are the responsibility of the Contractor. The Contractor is solely responsible for safety on the job site.
- D. Selective demolition work shall be coordinated with all other Work of this Contract and remove only as much material that can be replaced with the specified new materials in order to achieve a complete watertight exterior system on a daily basis.
- E. The extent of the selective demolition as described on the drawings and in conjunction with all the new Work shown on the drawings. The Contractor is responsible for all selective demolition, disposal, and cleanup associated with the Work, whether or not shown on the plans or described herein required to complete the Work:
 - 1. Cut, remove and dispose existing sandstone (1890's building) field stone, water table & entablature mortar joints including horizontal bed and vertical head joints.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
 - 2. Cut, remove and dispose existing sandstone (1890's building) window trim, moulding, column pilasters and column capitol mortar joints including horizontal bed and vertical running joints.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
 - 3. Cut, remove and dispose existing ornate sandstone (1890's building) cornice, soffit, dentils, brackets and pediment mortar joints features including horizontal bed joints and vertical joints.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
 - 4. Route existing cracks in any sandstone (1890's building) detail or element, and fill cracks with injection restoration repair mortar.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
 - b. Refer to Deduct Alternate No. 4.
 - 5. Remove and dispose of existing glass at existing half round aluminum storm windows for six (6) locations on the 1890's Library building. Remove existing aluminum stop and salvage for reinstallation.

SELECTIVE DEMOLITION

- a. Refer to Unit Prices – Specification Section 01 22 00.
6. Replace existing sealant and mortar joints of the exterior granite stone stairs, with intermediate concrete landing at the main entrance of the 1890's Library Building. Cut, remove and dispose 100% of all existing vertical and horizontal joint sealants, including underlying mortar a minimum of 1-1/2-inches or until sound mortar from all granite stone stair and concrete landing joints.
 - a. Refer to Deduct Alternate No. 5.
7. Cut, remove and dispose of existing architectural cast stone (1930's building) field stone mortar joints including horizontal bed joints and vertical head joints.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
8. Cut, remove and dispose existing architectural cast stone (1930's building) window trim, moulding, column pilasters and column capitol mortar joints including horizontal bed joints and vertical running joints.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
9. Cut, remove and dispose existing ornate architectural cast stone (1930's building) cornice and soffit mortar joint features including horizontal bed joints and vertical joints.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
14. Route existing cracks in any architectural cast stone (1930's building) detail or element.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
 - b. Refer to Deduct Alternate No. 2.
15. Cut, remove and dispose 100% of all existing brick masonry (1930's building), including all joints between the brick and the architectural cast stone sills, heads, quoins, and cornice.
16. Remove and dispose of the existing architectural cast stone cornice.
17. Remove and dispose of existing architectural cast stone window head in two (2) locations as selected by architect.

- a. Refer to Unit Prices – Specification Section 01 22 00.
 - b. Refer to Deduct Alternate No. 6.
18. At the emergency exit stairs on the Mass Avenue side of the Library between the 1890 and 1990 buildings:
- a. Remove the existing granite stair side walls and brass metal hand rails and painted metal posts, store and protect for reinstallation.
 - b. Excavate, expose, remove and dispose of existing concrete stairs and foundation in its entirety, including concrete pavers on top landing.
19. At concrete stair, south elevation of 1930's building:
- a. Selectively remove and dispose (1) 4ft x 4ft x 5-inch concrete sidewalk panel in front of stair.
 - b. Cut, chip, remove and dispose top landing of stair, flush with the stair tread below.
 - c. Selectively chip, remove and dispose deteriorated concrete from top of the stair wall.
 - d. Refer to deduct Alternate No. 3.
20. At the existing aluminum spandrel panels at 1990's building, cut, remove and dispose existing rubber gaskets flush with panel frame.
- a. Refer to Deduct Alternate No. 1.

1.03 RELATED WORK

- A. The following items of related Work are specified and included in other Sections of the Specifications:
 - 1. Section 04 01 40 – Stone Masonry Restoration
 - 2. Section 04 21 00 – Brick Masonry Restoration
 - 3. Section 04 72 00 – Architectural Cast Stone
 - 4. Section 07 92 13 – Sealants and Caulking

5. Section 08 80 00 – Glass and Glazing

6. Section 09 90 00 – Painting and Coating

1.04 QUALITY ASSURANCE

A. Supervision:

1. Engage and assign supervision of shoring and bracing Work to qualified personnel.

B. Regulations:

1. Comply with local codes and ordinances of governing authorities having jurisdiction.

1.05 SUBMITTALS

A. Schedule:

1. Submit schedule indicating proposed methods and sequence of operations for Selective Demolition.

2. Include coordination for shut-off, capping, and continuation of utility services in scope area.

1.06 JOB CONDITIONS

A. Condition of Structures:

1. Owner assumes no responsibility for actual condition of items or structures to be demolished.

2. Conditions existing at time of commencement of Contract will be maintained by Owner insofar as practicable.

B. Protections:

1. Provide temporary barricades and other forms of protection to protect Owner's personnel and general public from injury due to selective demolition Work. Safety is the sole responsibility of the Contractor.

2. Provide protective measures to provide free and safe passage of Owner's personnel and general public to and from area of selective demolition.

3. Erect temporary covered passageways as required by authorities having jurisdiction.
 4. Take measures to protect against windblown dust, obtain Owner's approval of means used for dust control.
 5. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished, and adjacent facilities or Work to remain.
 6. Protect from damage existing finish Work that is to remain in place and becomes exposed during demolition operations.
 7. Protect adjacent materials and finishes with suitable coverings when necessary including, but not limited to, automobiles in parking lot adjacent to building which will remain in use during Work to be performed.
 8. Remove protections at completion of Work.
- C. Damages: Promptly repair damages caused to building or property, including cars, by demolition Work at no cost to Owner.
- D. Traffic:
1. Conduct Selective Demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
 2. Do not close, block, or otherwise obstruct streets, walks, parking lot, or other occupied or used facilities without written permission from the authorities having jurisdiction.
 3. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- E. Utility services:
1. Maintain existing utilities, keep in service, and protect against damage during demolition operations.
 2. Do not interrupt existing utilities service occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide 48 hour notice if service must be interrupted.

3. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
- F. Environmental Controls:
1. Comply with governing regulations pertaining to environmental protection.
 2. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.01 INSPECTION

- A. Before start of Selective Demolition Work, inspect areas in which Work will be performed.

3.02 PREPARATION

- A. Structure Safety:
1. Provide exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structures to be demolished and adjacent facilities to remain.
 2. Cease operations and notify the Owner's Representative immediately if safety of structure appears to be endangered.
 3. Take precautions to support structure until determination is made for continuing operations.
- B. Shoring and Bracing
1. If shoring and bracing is required, locate the system to clear permanent construction and to permit the completion of the Work.
 2. Provide shoring and bracing system adequately anchored and braced to resist natural forces.
 3. No shoring and bracing system shall remain at the completion of the Work.

SELECTIVE DEMOLITION

3.03 DEMOLITION

A. General:

1. Perform Demolition Work in a systematic manner.
2. Use such methods as required to complete Work indicated on Drawings in accordance with Demolition Schedule and governing regulations.
3. If unanticipated mechanical, electrical, or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict with Consultant.

B. Disposal of Demolished Materials:

1. Remove debris, rubbish, and other materials resulting from demolition operations from site.
2. Transport and legally dispose of materials off site.
3. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution. Present receipts from certified waste disposal firms confirming hazardous waste disposal.
4. Burning of removed materials is not permitted on project site.

3.04 CLEANING AND REPAIR

- A. On completion of demolition Work, remove tools, equipment, and demolished materials from site. Remove debris on a daily basis.
- B. Remove protection and leave areas broom clean.
- C. Repair demolition performed in excess of that required.
- D. Repair adjacent construction or surfaces soiled or damaged by selective demolition Work.

END OF SECTION

DIVISION 02

EXISTING CONDITIONS

SECTION 02 90 10

LANDSCAPING REPAIR

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that all the material, labor, and equipment be furnished complete in every respect, and that this Contractor shall provide all material, labor, and equipment needed and usually furnished in connection with such systems to provide a complete installation including all demolition, disposal, and patching of adjacent surfaces. Materials, equipment, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 WORK TO BE PERFORMED

- A. Provide all the Landscaping Repair Work required to complete the work of the contract including all the Landscaping Repair Work shown on the plans, listed in the specification, and needed to install a complete assembly in every way, with all reinforcing, pinning, and finishes. Coordinate the Landscaping Repair Work with all the other trades for the project. Provide all demolition and disposal work to complete the Landscaping Repair Work. Patch to match all adjacent surfaces that are disturbed, left exposed, or unfinished. All work of the contract is related. It is the General Contractor's responsibility to review all the work of each section, each Subcontractor, and each file sub-bidder for the entire project so that all the work can be properly and completely performed.
- B. Landscaping Repair Work includes, but is not limited to, replacing and planting of trees, shrubs and grass, including mulching, staking and related planting procedures of landscaping items **only if damaged during construction.**

- C. Provide video and photograph documentation of the site before mobilization as a record of the existing landscape conditions before the work starts.

1.03 QUALITY ASSURANCE

- A. Comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.
- B. Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock". A plant shall be dimensioned as it stands in its natural position.
- C. All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of 2 years.

PART 2 – PRODUCTS

2.01 TOPSOIL

- A. Topsoil shall be a fertile, friable natural topsoil not excessively acid or alkaline and free of toxic substances harmful to plant growth. Topsoil shall be without admixture of subsoil and free from clay lumps, stumps, roots, debris, stones, or other similar substances 2" or more in diameter.

It shall be obtained from a well-drained arable site with a history of good plant growth. Submit sample for approval by the Landscape Architect.

2.02 SLUDGE FERTILIZER

- A. Sludge fertilizer shall be an organic activated, granular, heat dried sludge and shall contain the following minimum percentages by weight: 6% Nitrogen, 4% Phosphoric Acid, and other nutritious basic elements. The sludge fertilizer shall be delivered as specified in standard size bags, showing weight analysis and name of processor and shall be stored in a weatherproof storage place.

2.03 WATER

- A. Water will be furnished by Owner on the site. Hose and other watering equipment shall be furnished by Contractor.

2.06 PLANT MATERIALS

- A. Contractor shall replace in kind and plant all plants or lawn damaged or killed during construction. No substitutions will be permitted. All plants shall be nursery grown unless specifically authorized to be collected.
- B. Plant shall be in accordance with the USA Standard for Nursery Stock of the American Association of Nurserymen.
- C. All plants shall be typical of their species or variety and shall have a normal habit of growth and be legibly tagged with the proper name. All plants shall have been grown under climatic conditions similar to those in the locality of the site of the project under construction, or have been acclimated to such conditions for at least 2 years. Trees shall have straight trunks and all abrasions and cuts shall be completely culled over.
- D. The root system of each shall be well provided with fibrous roots. All parts shall be sound, healthy, and vigorous, well branched and densely foliated when in leaf. They shall be free of disease, insect pests, eggs or larvae.
- E. All plants must be moved with the root systems as solid units with balls of earth firmly wrapped with burlap. The diameter and depth of the balls of earth must be sufficient to encompass the fibrous root feeding system necessary for the healthy development of the plant. No plant shall be accepted when the ball of earth surrounding its roots has been badly cracked or broken preparatory to or during the process of planting or after the burlap, staves, ropes or platform required in connection with its transplanting have been removed. The plants and balls shall remain intact during all operations. All plants shall be freshly dug. No plants from cold storage or previously heeled-in will be accepted. All plants that cannot be planted at once must be heeled-in by setting in the ground and covering the balls with soil and then watering.
- F. The height of the trees (measure from the crown of the roots to the tip of the top branch) shall be not less than that of the tree being replaced. All cuts shall be shellacked. The trunk of each tree shall be a single trunk growing from a single unmutilated crown of roots. No part of the trunk shall be conspicuously crooked as compared with normal trees of the same variety. The trunk shall be free from sunscald, frost cracks, or wounds resulting from abrasions, fire or other causes. No pruning wounds shall be present having a diameter exceeding 2" and such wounds must show vigorous bark on all edges. No trees which have had their headers cut will be accepted.

- G. Shrubs shall meet the requirements for spread of height of the shrub being replaced. The measurements for height are to be taken from the ground level to the average height of the shrub and not to the longest branch. The thickness of each shrub shall correspond to the trade classification No. 1.

2.07 MULCH

- A. Mulch material shall be softwood hemlock bark shredded into fibrous pliable slices generally not exceeding 1/2" in width.

Mulch shall be 98% organic matter with the pH range 3.5 to 4.5. Moisture content of packaged material shall not exceed 35%. Submit sample.

2.08 STAKING MATERIALS

- A. Stakes for supporting trees shall be of sound wood, uniform in size, free of knots and holes. They shall be nominal 2" x 4" and 10' long for support staking, 3' long for guy wire anchor stakes. Stakes shall be stained dark brown.
- B. Wire for tree bracing and guying shall be pliable No. 12 gauge galvanized steel.
- C. Hose for covering wire shall be new or used 2 ply reinforced rubber garden hose not less than 1/2" inside diameter.
- D. Wrapping material shall be first quality, heavy waterproof crepe paper manufactured for this purpose, or first quality burlap not less than 4" nor more than 6" wide of suitable strength and manufactured for this purpose.

2.09 SEED

- A. Seed mixture shall be fresh, clean, new crop seed. Grass shall be of the previous year's crop and in no case shall the weed seed content exceed 0.25% by weight. The seed shall be furnished and delivered in the proportion specified below in new, clean, sealed and properly labeled containers. All seed shall comply with State and Federal seed laws. Submit manufacturer's Certificates of Compliance. Seed that has become wet, moldy or otherwise damaged shall not be acceptable. Chewings fescue, hard fescue, tall fescue and ryegrass shall contain *Acromonium* endophytes. Seed containing endophyte must be kept cool and dry at all times; do not stockpile in the sun.

- 1. Seed Mixture Composition (not to be used on terraces)

	Proportion	Germination	Purity
<u>Common Name</u>	<u>By Weight</u>	<u>Minimum</u>	<u>Minimum</u>

Creeping Red Fescue	50%	85%	95%
Kentucky Bluegrass	40%	85%	90%
Perennial Rye	10%	90%	90%

- a. Bluegrass and ryegrass varieties shall be within the top 50 percent and 25 percent respectively, of varieties tested in National Turfgrass Evaluation Program, or currently recommended as low maintenance varieties by University of Massachusetts or the University of Rhode Island.
- b. Seeding rate for the General Lawn Seed Mix shall be 6 pounds per 1,000 square feet.

PART 3 - EXECUTION

3.01 METHODS

- A. Personnel: The planting and lawn construction shall be performed by personnel familiar with the accepted procedure of planting and under the constant supervision of a qualified planting foreman.
- B. Planting Seasons:
 1. Deciduous plants shall be planted only when dormant, that is, before leaves appear in the spring and subsequent to their loss in the fall, unless otherwise directed by the Architect.
 2. Evergreen plants may be planted in the spring until new growth appears and any time between September 15 and November 30.
 3. If the building completion date prohibits in-season planting, the Contractor shall complete his work within the project date and prepare himself for out-of-season planting, including wiltproofing and extra watering.

Plant guarantee periods remain as stated below. No frozen ground planting.
- C. Lawn Replacement
 1. Remove all areas of dead lawn including root system. The Architect shall be the sole authority as to the extent of lawn replacement areas.

2. Contractor to provide a minimum of 6" of new loam in all areas of lawn replacement. Peat moss shall be mixed into existing hard and/or clay type soil. Architect shall determine the need for and amounts of peat moss required.
 3. New grass shall be sod of rye grass, blue grass or a combination of both.
 4. Apply starter fertilizer to all areas of newly planted grass.
 5. Maintain constant moist soil conditions, a minimum of thirty days.
- D. Planting of Trees, Shrubs, and Vines:
1. Unless otherwise directed by the Architect, the indication of a plant to be replaced is to be interpreted as including the digging of a hole, furnishing a plant of the specified size, the work of planting and mulching, and guying, staking and wrapping where called for.
 2. The following shall be added to each area of lawn replacement:
 - 1 lb. sludge fertilizer
 - 1 lb. bone meal
 - 1 lb. cottonseed meal
 3. Locations for all plants shall be staked on the ground and must be approved by the Architect before any excavation is made. Adjustments in locations and outlines shall be made as directed. In the event that areas for planting are prepared and backfilled to grade prior to commencement of lawn operations, they shall be so marked that when the work of planting proceeds, they can be readily located.
 4. Holes for trees shall be at least 2' greater in diameter than the spread of the root systems and at least 6" deeper than root ball. Holes for shrubs and vines shall be at least 12" greater in diameter than the spread of the root system and at least 18" deep.
 5. Specified backfill mixture shall be spread and incorporated with loam in all areas of tree or lawn replacement and as directed by the Architect.

6. Planting: All plant roots and earthballs must be kept damp and thoroughly protected from sun and/or drying winds at all times from the beginning until the final operation, during transportation, and on the ground until the final operation of planting. The plants shall be planted in the center of the holes and at the same depth as they previously grew. They shall be plumbed and turned as directed. Specified Mixture shall be backfilled in layers of not more than 9" and each layer watered sufficiently to settle before the next layer is put in place. Backfill Mixture shall be tamped under edges of balled plants. Enough Backfill Material shall be used to bring the surfaces to finish grade when settled.
 - a. Plants must be flooded with water twice within the first 24 hours of time of planting.
 - c. Wrapping: The trunks of all shade trees shall be wrapped spirally from the ground to the height of the second branches or as directed. Wrap brown cord 3" on center spirally to hold paper neatly in place.
 - d. Provide a 3" layer (after settlement) of bark mulch over the surface of each saucer and over the entire area of shrub beds.
 - e. Stake all trees.

E. PLANTING COORDINATION:

1. Replacement plantings must match existing for type and caliber of trees and size of shrubs.
2. The Contractor shall be responsible for selection and tagging at nurseries stocking the specified materials.
3. Contractor shall inform Architect when planting will commence, anticipated delivery date of material and have made and provided for the staking of all plants and plant bed.
4. Failure to notify the Architect in advance, in order to arrange proper scheduling may result in loss of time or removal of any plant or plants not installed as specified or directed.

3.02 PRUNING

- A. Each tree and shrub shall be pruned in accordance with American Nurserymen Association Standards to preserve the natural character of the plant.

- B. All dead wood or suckers and all broken or badly bruised branches shall be removed. In addition, 1/3 of the wood may be removed by thinning out to balance root loss due to transplanting providing the natural character and form of the tree is preserved. Never cut a leader.
- C. Pruning shall be done with clean, sharp tools.
- D. Cuts over 1" in diameter shall be painted with an approved asphaltic tree paint. Paint shall cover all exposed living tissue.

3.03 MAINTENANCE

- A. Maintenance shall begin immediately after each plant is planted. Plants shall be watered, mulched, weeded, pruned, sprayed, fertilized, cultivated and otherwise maintained and protected for a minimum of 30 days until provisional acceptance. Settled plants shall be reset to proper grade and position, planting saucer restored and dead material removed. Stakes and wire shall be tightened and repaired.

Defective work shall be corrected as soon as possible after it becomes apparent and weather and season permit.

- B. Upon completion of planting and prior to provisional acceptance, remove from the site excess soil and debris, and repair all damage resulting from planting operations.

3.04 ACCEPTANCE AND GUARANTEE

- A. After the 30-day maintenance period, if the plant materials and workmanship are deemed by the Owner and Architect to be acceptable, a one (1) year warranty period shall begin and recorded on the Certificate of Substantial Completion. The warranty period will commence on the date of acceptance by the Owner and Architect. Plants shall be alive and in satisfactory growth at the end of the guarantee period.
- B. If a substantial number of plants are sickly or dead at the time of inspection, acceptance will not be granted, and the Contractor's responsibility for maintenance of all plants shall be extended until replacements are made. Replacements shall conform in all respects to specifications for new plants and shall be planted in the same manner.

- C. **Materials and Operations:** All replacements shall be plants of the same kind and size specified on the plant list. They shall be furnished and planted as specified above. The cost shall be borne by the Contractor. Replacements resulting from the removal, loss or damage, due to occupancy of the project in any part, vandalism, or acts of neglect on the part of others, physical damage by animals, vehicles, etc., and losses due to curtailment of water by local authorities, will be approved and paid for by the Owner.

- E. At the end of the guarantee period, inspection will be made again. Any plant required under this Contract that is dead or unsatisfactory shall be removed from the site. These shall be replaced during the normal planting season, until the plants live through one year.

END OF SECTION

DIVISION 03000

CONCRETE

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01000 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that all the material, labor, and equipment be furnished complete in every respect, and that this Contractor shall provide all material, labor, and equipment needed and usually furnished in connection with such systems to provide a complete installation including all demolition, disposal, and patching of adjacent surfaces. Materials, equipment, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 WORK TO BE PERFORMED

- A. Provide all the Cast-In-Place Concrete work required to complete the work of the contract including all the Cast-In-Place Concrete work shown on the plans, listed in the specification, and needed to install a complete assembly in every way, with all reinforcing, pinning, and finishes. Coordinate the Cast-In-Place Concrete work with all the other trades for the project. Provide all demolition and disposal work to complete the Cast-In-Place Concrete work. Patch to match all adjacent surfaces that are disturbed, left exposed, or unfinished. All work of the contract is related. It is the General Contractor's responsibility to review all the work of each section, each Subcontractor, and each file sub-bidder for the entire project so that all the work can be properly and completely performed.
- B. Cast-In-Place Concrete work includes, but is not limited to:
 - 1. New concrete stair with footing and foundation for the North Elevation Mass Ave emergency exit between the 1890's and 1990's buildings.

- a. Existing stair handrails shall be removed and salvaged for reinstallation.
 - b. Handrail posts shall be cast into new cast-in-place concrete stairs.
2. New Concrete stair landing and sidewalk patching at South Elevation of the 1930's building.
 - a. Refer to Deduct Alternate No. 3.

1.03 RELATED WORK

- A. The following items of related work are specified and included in other Sections of the Specifications:
 1. Section 02 41 00 – Selective Demolition
 2. Section 07 92 13 – Sealants and Caulking
 3. Section 09 90 00 – Painting and Coating

1.04 REFERENCE STANDARDS

- A. The work shall conform to the codes and standards of the following agencies as further cited herein:
 1. ASTM: American Society for Testing Materials, 1916 Race Street, Philadelphia, PA, 19103, USA as published in "Compilation of ASTM Standards in Building Codes".
 2. ACI: American Concrete Institute, P.O. Box 19150, Redford Station, Detroit, MI 48219.
 3. CRSI: Concrete Reinforcing Steel Institute, 180 North LaSalle Street, Chicago, IL 60601.

1.05 SUBMITTALS

- A. Shop Drawings:
 1. Submit complete shop drawings in accordance with the GENERAL CONDITIONS for Architect's approval. Show plans, elevations, details or job conditions, of all the new concrete work (base contract and any accepted Alternates) and their relationship to other work.
 2. Drawings shall consist of sections, plans and details clearly showing location, sizes and spacing of reinforcing that is shown on the working

drawings. Include schedules and diagrams to indicate bends, sizes and lengths of reinforcing members. Indicate location of construction and control joints and show additional reinforcing required at these locations. Schedule all accessories and chair bars required to hold slab or other reinforcing in place.

3. Shop drawings will be checked for general location, size, spacing and design details and returned either approved or marked for correction. Make revisions where required and resubmit. No work shall be fabricated for which shop drawings have not been approved.
4. Upon final approval of shop drawings, furnish all copies needed for erection and for use of other trades.
5. Contractor shall be responsible for furnishing and installing all materials called for in Contract Documents even though these materials may have been omitted from approved shop drawings.

B. Architectural Concrete Samples

1. Submit two samples approximately 12 inches by 2 inches thick to illustrate quality, color, and texture of surface finishes. Approved samples shall be retained at the site for use as a "Control Sample".

1.06 QUALITY ASSURANCE

- A. In addition to other standards listed below, concrete shall comply with ACI 301 "Specifications for Cast-In-Place Concrete".
- B. All concrete work shall be performed to insure for the entire job homogeneous concrete having required strength, durability and weathering resistance, without planes of weakness, and other structural defects, and free of pronounced honeycombs, air pockets, voids, projections, offsets of plane, and other defacements on exposed surfaces.
- C. Manufacturer's statement attesting to compliance of each shipment of cement with standard specification shall be submitted to the Architect upon request.

1.07 STORAGE AND HANDLING

- A. Handle and store cement to protect from air, ground or other moisture; to permit ready access for inspection; and to protect from contamination by foreign materials. Cement stored longest shall be used first. Caked or hardened cement shall not be used.

- B. Aggregate Protection: Protect aggregates from foreign materials, and store each separately until placed in mixer.

1.08 COORDINATION

- A. The work of this Section shall be coordinated with that of other trades affecting, or affected by, this work, as necessary to assure the steady progress of all work under the Contract.

1.09 GUARANTEE

- A. In addition to the specific guarantee requirements of the GENERAL CONDITIONS and SUPPLEMENTARY GENERAL CONDITIONS, the Contractor shall obtain in the Owner's name the standard written manufacturer's guarantees are offered in the manufacturer's published product data. All these guarantees shall be in addition to, and not in lieu of, other liabilities which the Contractor may have by law or other provisions of the Contract Documents.

PART 2 - PRODUCTS

2.01 CONCRETE MATERIALS

- A. Cement: Portland Cement Type II conforming to ASTM C150. Use only one brand and type throughout the project.
- B. Fine Aggregate: Natural sand consisting of clean, hard, durable uncoated particles conforming to ASTM C33. Organic content shall be determined according to ASTM C40, and supernatant liquid above test sample shall show color no darker than reference standard color solution prepared at same time. Grading for fine aggregate shall be uniform, and fineness modulus shall never vary more than 0.15 from that of sample used in design mixes.
- C. Coarse Aggregate: Crushed stone or gravel conforming to ASTM C33. Maximum size: 3/4 inch.
- D. Water: From approved source, potable, clean, and free from oils, salt, alkali, organic matter, and other deleterious material.
- E. Water-Reducing Agent: "WRDA" by W.R. Grace and Co., or equal conforming to ASTM C494 as approved by the Architect. Water reducing agent shall be by same manufacturer as air entraining agent.
- F. Air Entraining Agent: "Darex" by W.R. Grace Company, or equal conforming to C260 as approved by the Architect. Total air entrained shall be 5% of volume concrete.

- G. Architectural Concrete White Color Additive: As selected by the Architect.

2.02 CONCRETE MIX

- A. Concrete Mix Requirements:

<u>Compressive Strength</u>	<u>Max. Water to Cement Ratio</u>	<u>Min. Cement Factor</u>
3000 psi per sack	6.0 gallons per yard	5.5 bags
4000 psi	5.5 gallons	6.0 bags per yard

Submit proposed mix to Architect for approval before use in work. See General Notes for detail requirements.

- B. Maximum size aggregate shall be 3/4 inches.
- C. Maximum slump shall be 4 inches.
- D. Comply with requirements of ACI 613 "Recommended Practice for Selecting Proportions for Concrete", and ASTM C94 for Ready Mixed Concrete.
- E. Air Entrainment: All exterior exposed concrete slabs, walls and walls exposed to view and weather shall be air entrained, shall have a minimum compressive strength of 4000 PSI, and shall be uniform in color and finished appearance to the satisfaction of the Architect.
- F. Admixtures causing accelerated setting of cement in concrete such as calcium chloride shall not be used.

2.03 FORMWORK

- A. Formwork shall be in accordance with ACI 347 "Recommended Practice for Concrete Formwork".
- B. Formwork materials shall be exterior "Plyform" Class 1, B-B not less than 3/4 inches thick.
- C. Forms for Concealed Concrete Work: Forms for all work shall be of sound plywood or other material capable of providing finished surfaces conforming to

the intent stated above. Joints shall be sufficiently tight to prevent leakage and shall be flush in the plane of the surface. Place ties in adequate quantity to prevent springing of forms, in locations which will be concealed from view in the finished work and will not interfere with other work under this Section or other Sections.

- D. Footing Forms: Forms for footings may be of common lumber or of forms as specified herein for concealed walls, but shall be so erected as to provide full bearing on undisturbed soil, parallel sides, level top surfaces, and cross sections symmetrical with respect to the supported wall, and having dimensions not less than those indicated on the Drawings. No footings shall be placed until completed form installation has been approved by the Architect and all footings shall have side forms unless prior approval is given to use earth as side forms.
- E. Forms for Architectural Concrete: Provide forms and form facing materials of metal, plastic, wood, other acceptable material that is non-reactive with concrete and will produce required finish surfaces. Forms will be constructed without the use of internal form ties.
- F. Form Coatings: All forms shall be oiled before reinforcing is placed with a non-staining oil or liquid form coating as approved by the Architect.

2.04 REINFORCING STEEL

- A. Furnish, fabricate, and install in forms all concrete reinforcement and accessories required for the Work. Submit shop drawings for approval.
- B. All reinforcing steel shall conform to ASTM A615, Grade 60.
- C. Bar reinforcing shall be shop formed cold to dimensions indicated on drawings. Detailing, fabricating, and erecting reinforcing shall conform to ACI 315 "Manual of Standard Practice for Detailing Concrete Structures" and ACI 318 "Building Code Requirements for Reinforced Concrete".
- D. Reinforcement shall be free of paint, dirt, oil, and excessive rust and scale.
- E. Chairs, bolsters and the like shall be preformed and manufactured for the express use involved.

PART 3 - EXECUTION

3.01 PLACING REINFORCING STEEL

- A. Reinforcing shall be accurately placed as indicated on approved shop drawings and in accordance with CRSI 59 and ACI 318. Dowels shall be tied in place prior

to placing concrete. Do not install reinforcing after concrete is placed by inserting into forms.

- B. All reinforcing shall be securely tied and supported to maintain proper spacing and cover during placing operations.
- C. Install anchor bolts, steel bearing plates, angles and other items furnished under other Sections for building into concrete.
- D. All slab reinforcing shall be positioned in place and fully supported on slab bolsters.

3.02 PLACING CONCRETE

- A. Contractor to provide dimensioned shop drawings indicated extents, locations and details of all construction, expansion and control joints as well as reinforcing. Placement shall not occur prior to Architect / Owner approval.
- B. Deposit concrete only after removal of all water, dirt, and foreign matter from forms, and after checking of forms, sleeves, inserts and reinforcing for proper location.
- C. Place concrete only by those methods and arrangements of equipment which comply with Parts V and VI of ACI 614 "Recommended Practice for Measuring, Mixing and Placing Concrete".
- D. Vibrate concrete during deposition with internal type, high frequency mechanical vibrator having a speed of not less than 7,000 rpm. Do not use vibrators to move concrete. Supplement all vibration by wooded spade muddling between reinforcing and forms and into corners.

3.03 FIELD QUALITY CONTROL

- A. The Architect may select a qualified Testing Laboratory or Materials Engineer to make inspection tests during the course of work as specified herein and as otherwise considered necessary. Costs of all tests will be paid by the Owner and are not included in the Contract Sum.
- B. All measuring, mixing, placing and curing may be subject to inspection by the Laboratory and approval by the Architect. However, such inspection and approval shall in no way relieve Contractor of his responsibility to fulfill the requirements of this Contract.
- C. Contractor shall cooperate in making tests and shall be responsible for notifying designated laboratory in sufficient time to allow taking of cylinders at time of pour.

- D. Where test show that concrete is below specified strength, Contractor shall remove all such concrete, as directed by the Architect. Full cost of removal of low strength concrete and its replacement with concrete of proper specified strength shall be borne by the Contractor.

3.04 CURING AND PROTECTION

- A. Curing shall be started as soon as the concrete has hardened sufficiently to prevent surface damage.
- B. Surfaces shall be wet cured for at least five (5) days by use of blankets, or approved curing compound. Blankets shall be thoroughly soaked at all times during this period.
- C. In hot weather, all concreting shall be done in accordance with the recommendations of ACI 605 "Recommended Practice for Hot Weather Concreting".
- D. In cold weather, all concreting shall be done in accordance with the recommendations of ACI 306 "Recommended Practice for Cold Weather Concreting". Do not place concrete when outside air temperatures are below 40 degrees F without provisions for enclosing and heating as approved by the Architect.

3.05 FINISHING OF CONCRETE SURFACES

- A. Intent of Architectural Concrete Finish
 - 1. For all concrete surfaces exposed to view and to the weather, it is the intent of this Specification to require forms, mixtures of concrete, and workmanship so that concrete surfaces, when exposed, will require no patching.
 - 2. All concrete concealed from view, or which will in the opinion of the Architect be concealed from view at any time when appearance will be a consideration, shall be free from defects affecting structural capacity but may have minor surface deficiencies which may be patched in accordance with the Specifications.
 - 3. All concrete not conforming to these requirements will be condemned by the Architect and shall be properly and promptly removed and replaced with new work to the satisfaction of the Architect, at no additional cost to the Owner.
- B. At other concrete that may be patched, for honeycomb concrete, stone pockets or voids, the loose concrete and loose cement shall be removed to sound hard

concrete. The surface area shall be thoroughly wetted immediately prior to repair. New cement paste shall be used to fill in voids to a hard smooth surface even with adjacent concrete. For larger defects, repairs will be as directed by the Architect.

- C. All sidewalks and plaza concrete finishes shall have tooled control joints in pattern indicated with broom finish. If not shown, provide joints 5'-0" o.c. each way, maximum. Broom direction shall alternate from section to section.

3.06 FORM REMOVAL

- A. Do not remove forms or shoring until concrete members have acquired sufficient strength to support their weight and subsequent construction loads without deflection or distress.
- B. Remove forms in manner to assure safety of structure.
- C. Retain forms in place for a minimum period as follows (assuming curing temperatures above 50 degrees F.)
 - 1. Sidewalks and footings 2 days
 - 2. Walls 5 days
 - 3. Stair 5 days

END OF SECTION

DIVISION 04

MASONRY

SECTION 04 01 40

STONE MASONRY RESTORATION

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that all the material, labor, and equipment be furnished complete in every respect, and that this Contractor shall provide all material, labor, and equipment needed and usually furnished in connection with such systems to provide a complete installation including all demolition, disposal, and patching of adjacent surfaces. Materials, equipment, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 WORK TO BE PERFORMED

- A. Provide all the Stone Masonry Restoration work required to complete the work of the contract including all the Stone Masonry Restoration work shown on the plans, listed in the specification, and needed to install a complete assembly in every way, with all reinforcing, pinning, and finishes. Coordinate the Stone Masonry Restoration work with all the other trades for the project. Provide all demolition and disposal work to complete the Stone Masonry Restoration work. Patch to match all adjacent surfaces that are disturbed, left exposed, or unfinished. All work of the contract is related. It is the General Contractor's responsibility to review all the work of each section, each Subcontractor, and each file sub-bidder for the entire project so that all the work can be properly and completely performed.

- B. Stone Masonry Restoration work includes, but is not limited to:
1. Cut and point existing sandstone (1890's building) field stone, water table & entablature mortar joints including horizontal bed joints and vertical head joints. Apply new mortar with a beaded "grape vine" profile joint to match existing. Total quantity of 750 lineal feet in select and random across all elevations as selected by architect.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
 2. Cut and point existing sandstone (1890's building) window trim, moulding, column pilasters and column capitol mortar joints including horizontal bed and vertical running joints. Apply new mortar with a beaded profile joint to match existing. Total quantity of 200 lineal feet in select and random across all elevations as selected by architect.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
 3. Cut and point existing ornate sandstone (1890's building) cornice, soffit, dentils, brackets and pediment mortar joint features including horizontal bed joints and vertical joints. Apply new mortar with a beaded profile joint to match existing. Total quantity of 375 lineal feet in select and random locations across all elevations as selected by architect.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
 4. Route and clean existing cracks in any sandstone (1890's building) detail or element, and fill cracks with injection restoration repair mortar. Total quantity of 50 lineal feet in select and random locations across all elevations as selected by architect.
 - a. Refer to Unit Prices – Specification Section 01 22 00
 - b. Refer to Deduct Alternate No. 4.
 5. Replace existing sealant and mortar joints of the exterior granite stone stairs, with intermediate concrete landing at the main entrance of the 1890's Library Building. Cut, remove and dispose 100% of all existing vertical and horizontal joint sealants, including underlying mortar a minimum of 1-1/2-inches or until sound mortar from all granite stone stair and concrete landing joints. Apply new pointing mortar to within 1/2-inch of the surface and apply polyurethane sealant to seal all granite stone joints and concrete landing joints. Power wash clean the entire stair.
 - a. Refer to Deduct Alternate No. 5.

1.03 RELATED WORK

- A. The following items of related Work are specified and included in other Sections of the Specifications:
 - 1. Section 02 41 00 – Selective Demolition
 - 2. Section 04 21 00 – Brick Masonry Restoration
 - 3. Section 04 72 00 – Architectural Cast Stone
 - 4. Section 07 92 13 – Sealants and Caulking

1.04 REFERENCE STANDARDS

- A. ANSI A41.1 - "Building Code Requirements for Masonry".
- B. ASTM C-615 Granite Building Stone
- C. NBGQA: National Building Granite Quarries Association.
- D. NCMA.

1.05 SUBMITTALS

- A. Submit complete shop drawings in accordance with the provisions of SECTION 01300 - SUBMITTALS in GENERAL REQUIREMENTS.
 - 1. Product Data: Submit manufacturer's product data for each type of manufactured products, including certifications that each type complies with specified requirements.
- B. Samples:
 - 1. Mortar samples
 - a. For all pointing of stone mortar joints, provide custom samples to match existing mortar for color, texture and finish, and profile.
 - b. Sample size: Minimum 2ft x 2ft.
 - c. Quantity of Samples: Unlimited until approved by Owner and Architect.

1.06 QUALITY CONTROL

- A. Manufacturers: Company specializing in masonry restoration products with minimum 10 years' experience.
- B. Restoration Specialist Qualifications: Engage an experienced, masonry restoration and cleaning firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in service performance.
 - 1. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that clay masonry restoration and cleaning and coating are in progress. Supervisors shall not be changed during Project except for causes beyond the control of restoration specialist firm.
 - 2. Restoration Worker Qualifications: Persons who are experienced and specialize in restoration work of types they will be performing.
- C. Installer: Company specializing in installing cut stone with 5 years documented experience and approved by stone supplier. Stone installation shall be by qualified journeyman stone masons.
 - 1. Workmen: Employ only journeymen stonemasons and masons for the work of this Contract.
- E. All masonry work shall be performed in accordance with Recommended Best Practices as established by the Building Stone Institute (BSI)
- F. Design anchors and supports under direct supervision of experienced Registered Professional Engineer registered in the State of Massachusetts.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. Do not install patching material or new stone when temperature may drop below 50 degrees F within 24 hours and when there is an immediate danger of freezing of the materials to be applied.
- B. Adhere to manufacturer's recommendations.

1.08 PROTECTION

- A. Protect adjacent surfaces from damage, and immediately remove stains, efflorescence, or other unsightly excess resulting from the work of this Section.

PART 2 - PRODUCTS

2.01 POINTING MORTAR

- A. Mortar: Shall conform to ASTM C270, Type N, consisting of one (1) part Portland Cement (ASTM C150, Type 1, and meeting efflorescence requirements below), 1/2 to 1-1/4 parts hydrated lime (ASTM C207, Type S), and sand (ASTM C144) in quantity of not less than 2-1/2 nor more than 3 times the sum of the quantities of cement and lime, by volume.
- B. New mortar shall be custom to match the original mortar in color, texture, aggregate and finish.
- C. Tooled joint shall match original including depth of joint, shape of joint as well as amount of aggregate exposed.
- D. Water: Clean and free of deleterious amounts of oil, acid, alkalis and organic matter.
- E. No admixtures of any type will be permitted.
- F. Mixing:
 - 1. Measure materials by volume or equivalent weight.
 - 2. Do not measure by shovel. Use known measure.
 - 3. Mix ingredients in clean mechanical batcher for 3-5 minutes.
 - 4. Let mortar sit for 20 minutes prior to use to allow for initial shrinkage. Use mortar within 1 hours of initial mixing. Do not re-temper.

2.02 STONE INJECTION GROUTS

- A. Micro Injection Grout for cracks less than 3/16"
 - 1. M31 by Jahn Restoration Mortars as distributed by Cathedral Stone® Products, Inc., 7266 Park Circle Drive, Hanover, MD 21076; tel. (410) 782-9150; fax. (410) 782-9155; website: www.cathedralstone.com email: info@cathedralstone.com or APPROVED EQUAL.
 - 2. M32 by Jahn Restoration Mortars as distributed by Cathedral Stone® Products, Inc., 7266 Park Circle Drive, Hanover, MD 21076; tel. (410) 782-9150; fax. (410) 782-9155; website: www.cathedralstone.com email: info@cathedralstone.com or APPROVED EQUAL.

- B. Macro Injection Grout for cracks less from 3/16" to 9/16"
 - 1. M40 by Jahn Restoration Mortars as distributed by Cathedral Stone® Products, Inc., 7266 Park Circle Drive, Hanover, MD 21076; tel. (410) 782-9150; fax. (410) 782-9155; website: www.cathedralstone.com email: info@cathedralstone.com.

2.04 CLEANING AGENTS

- A. Light Duty Restoration Cleaner: Detergent, solvent cleaner, non-acid solution type: as manufactured by Prosoco, Sure Klean, or equal.
- B. Heavy Duty Restoration Cleaner: Detergent, solvent cleaner, non-acid solution type: as manufactured by Prosoco, Sure Klean, or equal.

PART 3 - EXECUTION

3.01 MORTAR APPLICATION

- A. Rake out all stone joints in designated areas by hand using a chisel no wider than 3/4 (three fourths) joint width. Remove all unrequired metal fasteners from stone joints.
- B. Clean all mortar from surfaces within the joint or crack so that the new pointing mortar bonds to the building material, not old mortar. Do not chip or spall edges of the stone. More than one chip per square yard will be unacceptable. If work is found unacceptable, all raking will cease without additional cost to the Owner until deficiencies in tools, workers or methodologies have been corrected to the Architect's satisfaction.
- C. Joint depth to be at least 3/4-inches or shown on drawings, but in all cases rake back to expose sound mortar.
- D. Brush, vacuum or flush joints to remove all dirt and loose debris.
- E. Reduce initial absorption of the stone by thoroughly wetting stone surface with clean water just prior to repointing. Do not allow water to pool on surface of the stone.
- F. Pack joints with mortar leaving no voids. Place mortar in layers not exceeding 1/4 inch in depth. Apply succeeding layers only after preceding layer has taken initial set.
- G. Use clean tools and equipment free from hardened or partially set mortar.
- H. Clean excess mortar from stone and joints, removing splashed mortar and droppings immediately

- I. Do not retemper or use mortar which has partially set, is caked, or is lumpy.
- J. Tool horizontal and vertical face joints flush, dense and smooth after mortar has taken initial set. Do not allow mortar to extend over the stone surface.
- K. Curing: Keep joints damp (90% RH) for at least 72 hours or until surface is cured. Protect joints from rapid drying due to wind (i.e., covering tarps, enclosure on scaffolding).
- L. Adjusting/Cleaning of Mortar Joints
 - 1. At the time of pointing of the stone, immediately remove mortar, grout and sealant from the face of the masonry.
 - 2. Use only tools and equipment which are clean and free of hardened or partially hardened material.
 - 3. Clean stone only with fiber bristle brushes and water. Use no acids, detergents, or other cleaning agents.

3.02 CRACK INJECTION

- A. Workmanship:
 - 1. All areas involved in the work shall be inspected by the Contractor to establish extent of work, access, and need for protection of surrounding construction, landscaping, etc. If conditions are not as expected, notify the Architect/Engineer immediately for direction. Do not proceed with work until unsatisfactory conditions are corrected.
 - 2. Grout workmanship should comply with all applicable recommendations of the Manufacturer's written specifications and requirements.
 - 3. Do not add any bonding agents, accelerators, or retarders to the grout.
 - 4. Discard all grout that has hardened or exceeded its allowable pot life after mixing. Provide separate, clearly labeled containers for discarded grout and remove material from the staging area as soon as practical.
- B. Preparation:
 - 1. Transverse Cracks: For cracks across the face of the masonry unit, drill a series of injection ports in the center of the crack. These ports should be drilled in a downward direction. Between the ports, the crack should be sealed with removable, non-staining clay or repaired with the appropriate Jahn Mortar.

2. Lateral Cracks (Delaminating Layers) or Voids: Drill a series of injection ports in a square configuration (90° angles) on the face of the substrate to create a “drill frame”. Ports should be drilled in a downward direction.
3. Wash the surface and interior of the crack using clean water to remove all dust, or loose and deleterious material, which could prevent proper flow and/or adhesion, compromising the integrity of the cured injection grout.

C. Mixing:

1. It is recommended that safety goggles, gloves, and a dust mask be worn for protection. Do not mix more material than can be used within approximately 30 minutes. Discard any mixed material that has been unused for 30 minutes or more.
2. Jahn M31/M32:
 - a. The mixing ratio is approximately 2 to 5 parts powder to 1 part water by volume.
 - b. Mix mechanically using a high-speed drill (3,000 RPM or higher) equipped with a Jiffler type mixing paddle. After mixing, the mortar should be poured into another clean container using a sieve. Continued agitation is necessary if the mortar is allowed to sit prior to use.
3. Jahn M40:
 - a. The mixing ratio is approximately 2 – 2 1/2 parts powder to 1 part water by volume.
 - b. Mix manually or mechanically, using a slow speed drill (400-600 RPM) equipped with a Jiffler type-mixing paddle. The material should be mixed for a minimum of three minutes, with continued agitation should the product be allowed to sit prior to use.

D. Injection Procedure:

1. Wash the interior of the crack immediately before injection by flushing with clean water. If the crack is allowed to dry out before grout is injected, this step must be repeated.
2. Treatment of Transverse Cracks: Inject grout into lowest port and continue until it flows freely from this port and other ports at the same level. Seal ports using non-staining clay, sealant, or caulk and proceed in identical fashion until the crack is filled. Clean up overflow immediately.

3. Treatment of Lateral Cracks (Delaminating Layers) or Voids: Inject grout into lower left port and proceed until it flows freely from this port and other ports at the same level. Where necessary, insert threaded stainless steel dowels after some grout has been injected, agitate or tap several times to remove any voids or air pockets, and inject the remainder of the grout until port is full and grout flows freely from other ports at the same level. Seal ports using non-staining clay, sealant, or caulk. Inject grout into lower right port and proceed in identical fashion. The order of injection is lower left, lower right, upper left, then upper right. Clean up overflow immediately.
- E. Finishing:
1. Remove plugs after 24 to 48 hours and repair the ports and the crack surface, if not previously performed, using an appropriate Jahn Mortar to match color and type of existing masonry.
- F. Clean Up:
1. Remove uncured mortar from substrate before it dries using clean water and a rubber sponge. Cured mortar may only be removed chemically or mechanically.
 2. Remove uncured mortar from tools and equipment with water as soon as possible. Cured material may only be removed chemically or mechanically.

END OF SECTION

DIVISION 04

MASONRY

SECTION 04 21 00

BRICK MASONRY RESTORATION

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01000 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that all the material, labor, and equipment be furnished complete in every respect, and that this Contractor shall provide all material, labor, and equipment needed and usually furnished in connection with such systems to provide a complete installation including all demolition, disposal, and patching of adjacent surfaces. Materials, equipment, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 WORK TO BE PERFORMED

- A. Provide all the Masonry Restoration Work required to complete the work of the contract including all the Masonry Restoration Work shown on the plans, listed in the specification, and needed to install a complete assembly in every way, with all reinforcing, pinning, and finishes. Coordinate the Masonry Restoration Work with all the other trades for the project. Provide all demolition and disposal work to complete the Masonry Restoration Work. Patch to match all adjacent surfaces that are disturbed, left exposed, or unfinished. All work of the contract is related. It is the General Contractor's responsibility to review all the work of each section, each sub-contractor, and each file sub-bidder for the entire project so that all the work can be properly and completely performed.
- B. All Brick Masonry Restoration Work, which includes but is not limited to:

1. Cut and point 100% of all existing brick masonry (1930's building), including all joints between the brick and the architectural cast stone sills, heads, quoins, and cornice. Clean brick masonry in it's entirety and apply clear breathable masonry water repellent.

1.03 RELATED WORK UNDER OTHER SECTIONS

- A. The following items of related Work are specified and included in other Sections of the Specifications:
 1. Section 02 41 00 – Selective Demolition
 2. Section 07 15 00 – Clear Penetrant Water Repellant
 3. Section 07 92 13 – Sealants and Caulking

1.04 REFERENCED STANDARDS

- A. ANSI A41.1 - "Building Code Requirements for Masonry".
- B. Municipal or State regulations governing sandblasting, cleaning, scaffolding, protection of adjacent properties, etc.
- C. NCMA
- D. ASTM

1.05 SUBMITTALS

- A. Submit complete shop drawings in accordance with the provisions of SECTION 01300 - SUBMITTALS in GENERAL REQUIREMENTS.
 1. Product Data: Submit manufacturer's product data for each type of masonry unit, accessory, clear sealer, waterproofing, and other manufactured products, including certifications that each type complies with specified requirements.
 2. Copies of sample warranties.
- B. Samples:

1. Mortar:
 - a. Mortar shall be custom to match existing in quality, texture, color, joint size and finish.
 - b. At a minimum of (4) locations on the building and as selected by the Architect, cut a minimum of four (4) square feet of area of the existing brick mortar joints to a minimum depth of $\frac{3}{4}$ -inch.
 - c. Apply new mortar samples for selection by the Architect.
 - d. This shall be in addition to the contract quantities. The locations are to be selected by the Architect and there shall be no limit to the amount of samples provided until Approved.
2. Provide fully washed, cured, and dry mortar samples in a variety of colors for decision by the Architect. Provide samples in advance of the Work so as not to adversely affect the schedule.
3. Sample Cleaning of Existing Masonry:
 - a. Provide minimum of eight (8) square feet, in four (4) different locations on the building as selected by the Architect, of cleaning samples for each cleaning product specified to determine effectiveness and appearance, and approval by Architect.
 - b. There shall be no limit of the sample areas of each in order to determine effectiveness and appearance, and until Approved by the Architect.
4. Cleaning, caulking, repointing compounds or coatings in color and texture specified. Repointing mortar shall be set, dry, and at least 7 days old.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver masonry materials in undamaged condition.
- B. Storage and Handling:

1. Store and handle brick masonry units and materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants, corrosion or other causes.
2. Limit moisture absorption of brick masonry units and cement lime, etc., during delivery and until time of installation to the maximum percentage specified for brick for the average annual relative humidity as reported by the U.S. Weather Bureau Station nearest project site.
3. Store cementitious materials off the ground, under weathertight covers or indoors, and kept clean and dry.
4. Store aggregates where grading and other required characteristics can be maintained.
5. Store masonry accessories including metal items to prevent deterioration by corrosion and accumulation of dirt.

1.07 PROTECTION

- A. Protect windows, doorways, trim, and all other surfaces from damage, and immediately remove stains, efflorescence, or other unsightly excess resulting from the work of this Section.
- B. Protect roof membranes, flashings, and fascia edge metals from damage.
- C. Protection of Work:
 1. During erection, cover top of masonry element with waterproof sheeting at end of each day's Work.
 2. Cover partially completed structures when Work is not in progress.
 3. Extend cover min. 24 in. down both sides and hold cover securely in place.
 4. Do not apply loads for min. 3 days after building masonry walls.

D. Staining:

1. Prevent grout, mortar or soil from staining the face of masonry to be left exposed.
2. Remove immediately grout or mortar in contact with such masonry.
3. Protect base of walls from rain-splashed mud and mortar splatter by means of covering spread on ground and over wall surface.
4. Protect sills, ledges, and projections from droppings of mortar.

E. Cold Weather:

1. Do not lay masonry or stonework, re-point, caulk, wash down, or wet surfaces when temperature may drop below 40 degrees F within 24 hours. Follow cold weather procedures as set out on ANSI A41.1 when temperatures may drop below 40 degrees F.
2. Mortar admixtures are not allowed on this project.

PART 2 – PRODUCTS

2.01 POINTING MORTAR

- A. Mortar: Shall conform to ASTM C270, Type N, consisting of one (1) part Portland Cement (ASTM C150, Type 1, and meeting efflorescence requirements below), 1/2 to 1-1/4 parts hydrated lime (ASTM C207, Type S), and sand (ASTM C144) in quantity of not less than 2-1/2 nor more than 3 times the sum of the quantities of cement and lime, by volume.
- B. Mortar shall be custom match the original mortar in color, texture, aggregate and finish.
- C. Tooled joint shall match original including depth of joint, shape of joint as well as amount of aggregate exposed.

- D. Water: Clean and free of deleterious amounts of oil, acid, alkalis and organic matter.
- E. No admixtures of any type will be permitted.
- F. Mixing:
 - 1. Measure materials by volume or equivalent weight.
 - 2. Do not measure by shovel. Use known measure.
 - 3. Mix ingredients in clean mechanical batcher for 3-5 minutes.
 - 4. Let mortar sit for 20 minutes prior to use to allow for initial shrinkage. Use mortar within 1 hours of initial mixing. Do not re-temper.

2.02 CLEANING AGENTS

- A. Restoration Cleaner: Environmentally safe masonry cleaner as manufactured by Proso, EK Restoration Cleaner, with PH 5.5 Concentrate prior to dilution or Approved equal.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Carefully remove and store in a protected place all fixtures, fittings, finishing hardware, accessories.
- B. Close off, seal, mask, and board-up all areas, materials, and surfaces not receiving work of this Section to protect from damage.

3.02 BRICK MASONRY REMOVAL AND REPLACEMENT

- A. At locations indicated and/or selected by Architect, remove bricks that are damaged, spalled, or deteriorated. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.

1. When removing single brick unit, remove material from center of brick and work toward outside edges.
- B. Support and protect remaining masonry that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- C. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose masonry units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
- D. Remove in an undamaged condition as many whole brick units as possible.
 1. Remove mortar, loose particles, and soil from brick units by cleaning with hand chisels, brushes, and water.
 2. Store brick units for reuse, as indicated.
 3. Deliver cleaned units not required for reuse to Owner, unless otherwise directed.
- E. Clean brick units surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.
- F. Install replacement brick units into bonding and coursing pattern of existing brick units, match existing mortar joints for size. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
- G. Lay replacement brick units with completely filled bed, head, and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet both replacement and surrounding brick units that have ASTM C 67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per min.. Use wetting methods that ensure that units are nearly saturated but surface is dry when laid. Maintain joint width for replacement units to match existing joints.
 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
 2. Rake out mortar used for laying brick units before mortar sets and point new mortar joints in repaired area to comply with requirements for

repointing existing masonry, and at same time as repointing of surrounding area.

3.03 POINTING

- A. Sawcut all joints to be pointed to a minimum depth of $\frac{3}{4}$ ".
- B. New mortar shall match the existing masonry mortar. No Work shall commence without approval of sample by the Owner and CBI. CBI shall be on site to observe the pointing procedures. Said procedures shall be representative of the procedures used throughout the project provided they are performed per this specification section and BIA standards.
- C. Pointing:
 - 1. During the tooling of joints, enlarge any voids or holes and completely fill with mortar prior to pointing.
 - 2. Mortar shall be applied in $\frac{3}{8}$ " lifts maximum. Additional lifts shall be applied only when the previous lift is "thumbprint" hard.
 - 3. The use of mortar bags and/or mortar guns is prohibited. Use of such equipment will result in rejection of the work.
 - 3. Point up all joints including corners, openings, and adjacent Work to provide a neat, uniform appearance, prepared for application of sealants.
 - 4. The following BIA Technical Standards shall be included as part of this specification section: Technical Notes 8B; Technical Notes 46. Should there be a discrepancy between this specification and the BIA Technical Notes, the more stringent of the two shall apply.

3.04 COUNTERFLASHING AT CHIMENY BASEW

- A. Installation
 - 1. Install zinc coated counterflashing set into brick mortar joints.

2. Set into joint a minimum of 1-inch and secure with lead wedges and apply new pointing with mortar in joint.
3. Provide open head joint weep slots filled with woven fabric weep hole filler inserts to form full head joints at 24" on center.

3.05 ADJUSTING AND CLEANING

A. Damaged or Defective Masonry:

1. Remove and replace masonry units which are loose, chipped, broken, stained, or otherwise damaged or, if units do not match adjoining units as intended.
2. Provide new units to match adjoining units and install in fresh mortar pointed to eliminate evidence of replacement.

B. Final Cleaning

1. General:
 - a. After mortar is thoroughly set and cured, clean masonry.
 - b. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - c. Test cleaning methods on sample wall panel; leave 1/2 panel unclean for comparison purposes.
 - d. Obtain approval of CBI for sample cleaning before proceeding with cleaning of masonry.
 - e. Protect adjacent stone and non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking.

3.06 AGING

- A. Rub-in dust on new masonry and stone work as on approved sample; to match, as closely as possible, adjacent original work.

- B. Use carbon black in small amounts, rubbing in well with burlap rags or medium bristly brushes.
- C. After each application dust off surplus and wash down with medium (domestic) pressure hose. Allow to dry thoroughly before proceeding with each succeeding application.
- D. Continue process until approval of the official is obtained.

3.07 CLEAN-UP

- A. As work proceeds and upon completion promptly remove all excess mortar smears and droppings.
- B. Clean adjacent and adjoining surface of all marks arising out of the execution of work of this Section.
- C. Sweep up and remove daily all sand, cleaning compounds and mixtures, dirt, debris, and rubbish.

END OF SECTION

DIVISION 04

MASONRY

SECTION 04 72 00

ARCHITECTURAL CAST STONE

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect Work of this Section whether or not such Work is specifically mentioned in this Section.
- C. Coordinate Work with that of all other trades affecting or affected by Work of this Section. Cooperate with such trades to assure the steady progress of all Work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that all the material, labor, and equipment be furnished complete in every respect, and that this Contractor shall provide all material, labor, and equipment needed and usually furnished in connection with such systems to provide a complete installation including all demolition, disposal, and patching of adjacent surfaces. Materials, equipment, and articles incorporated in the Work shall be new and of the best grade of their respective kinds.

1.02 WORK TO BE PERFORMED

- A. Provide all the Architectural Cast Stone Work required to complete the Work of the Contract including all the Architectural Cast Stone Work shown on the plans, listed in the specification, and needed to install a complete assembly in every way. Coordinate the Architectural Cast Stone Work with all the other trades for the project. Provide all demolition and disposal Work to complete the Architectural Cast Stone Work. Patch to match all adjacent surfaces that are disturbed, left exposed, or unfinished. All Work of the Contract is related. It is the General Contractor's responsibility to review all the Work of each section, and for each Subcontractor for the entire project so that all the Work can be properly and completely performed.

- B. Architectural Cast Stone Work includes, but is not limited to:
1. Cut and point existing architectural cast stone (1930's building) field stone mortar joints including horizontal bed joints and vertical head joints. Apply new mortar with a beaded profile joint to match existing. Total quantity of 180 lineal feet in select and random locations across all elevations as selected by architect.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
 2. Cut and point existing architectural cast stone (1930's building) window trim, moulding, column pilasters and column capitol mortar joints including horizontal bed joints and vertical running joints. Apply new mortar with a beaded profile joint to match existing. Total quantity of 100 lineal feet in select and random locations across all elevations as selected by architect.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
 3. Cut and point existing ornate architectural cast stone (1930's building) cornice and soffit mortar joint features including horizontal bed joints and vertical joints. Apply new mortar with a beaded profile joint to match existing. Total quantity of 120 lineal feet in select and random locations across all elevations as selected by architect. Refer to Unit Prices – Specification Section 01 22 00.
 4. Route and clean existing cracks in any architectural cast stone (1930's building) detail or element, and fill cracks with injection restoration repair mortar. Total quantity of 25 lineal feet in select and random locations across all elevations as selected by architect.
 - a. Refer to Unit Prices – Specification Section 01 22 00.
 - b. Refer to Deduct Alternate No. 2.
 5. Remove and dispose of the existing architectural cast stone cornice. Fabricate and install new architectural cast stone to match the existing for shape, profile, color and in texture. The existing copper gutter will need to be carefully removed to access cornice detail and shall be re-installed upon completion stone installation

6. Remove and dispose of existing architectural cast stone window head in two (2) locations as selected by architect. Temporarily shore and support opening. Fabricate and install new reinforced architectural precast header to match, size, texture and color.
 - a. Refer to Unit Prices – Specification Section 01 22 00
 - b. Refer to Deduct Alternate No. 6.

1.03 RELATED WORK

- A. The following items of related Work are specified and included in other Sections of the Specifications:
 1. Section 02 41 00 – Selective Demolition
 2. Section 04 01 40 – Stone Masonry Restoration
 3. Section 04 21 00 – Brick Masonry Restoration
 4. Section 07 92 13 – Sealants and Caulking

1.04 REFERENCES

- A. ACI 318 – Building Code Requirements for Reinforced Concrete.
- B. ASTM A 185 - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
- C. ASTM A 615/A 615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Reinforced Concrete.
- D. ASTM C 33 – Standard Specification for Concrete Aggregates.
- E. ASTM C 150 - Standard Specification for Portland Cement.
- F. ASTM C 595 – Blended Cement
- G. ASTM C 1157 – Hydraulic Cement
- H. ASTM C 173 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volume Method.
- I. ASTM C 231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.

- J. ASTM C 260 - Standard Specification for Air-Entrained Admixtures for Concrete.
 - K. ASTM C 270 - Standard Specification for Mortar for Unit Masonry.
 - L. ASTM C 426 – Standard Test Method for Linear Shrinkage of Concrete Masonry Units.
 - M. ASTM C 494/C 494M - Standard Specification for Chemical Admixtures for Concrete.
 - N. ASTM C 618 – Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
 - O. ASTM C 666 – Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing.
 - P. ASTM C 979 - Standard Specification for Coloring Pigments for Integrally Pigmented Concrete.
 - Q. ASTM C 989 – Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete.
 - R. ASTM C 1116 – Standard Specification for Fiber Reinforced Concrete and Shotcrete.
 - S. ASTM C 1194 – Standard Test Method for Compressive Strength of Architectural Cast Stone.
 - T. ASTM C 1195 – Standard Test Method for Absorption of Architectural Cast Stone.
 - U. ASTM C 1364 – Standard Specification for Architectural Cast Stone.
 - V. ASTM D 2244 – Standard Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- 1.05 SUBMITTALS
- A. Samples:
 - 1. Submit pieces of the Cast Stone that are custom and representative of the range of finish and color proposed to be furnished for the project.

B. Test Results:

1. Submit manufacturers test results of Cast Stone previously made by the manufacturer.

C. Shop Drawings:

1. Submit manufacturers shop drawings including profiles, cross-sections, reinforcement, exposed faces, arrangement of joints, anchoring methods, anchors (if required), annotation of stone types and their location.

D. Mortar samples

1. For all pointing of stone mortar joints, provide custom samples to match existing mortar for color, texture and finish, and profile.
 - a. Sample size: Minimum 2ft x 2ft.
 - b. Quantity of Samples: Unlimited until approved by Owner and Architect.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications:

1. Cast Stone shall be produced in a plant certified by the Cast Stone Institute.
2. Manufacturer shall have sufficient plant facilities to produce the shapes, quantities and size of Cast Stone required in accordance with the project schedule.
3. Manufacturers shall submit a written list of projects similar in scope and at least three (3) years of age, along with owner, architect and contractor references.

B. Standards:

1. Comply with the requirements of the Cast Stone Institute® Technical Manual and the project specifications. Where a conflict may occur, the contract documents shall prevail.
2. Mock-up - Provide full size unit(s) for use in construction of sample wall. The approved mock-up shall become the standard for appearance and workmanship for the project.

- C. Supervision:
 - 1. Engage and assign supervision of shoring and bracing Work to qualified personnel.
- D. Warranty Period:
 - 1. Ten (10) years.

PART 2 – PRODUCTS

2.01 POINTING MORTAR

- A. Mortar: Shall conform to ASTM C270, Type N, consisting of one (1) part Portland Cement (ASTM C150, Type 1, and meeting efflorescence requirements below), 1/2 to 1-1/4 parts hydrated lime (ASTM C207, Type S), and sand (ASTM C144) in quantity of not less than 2-1/2 nor more than 3 times the sum of the quantities of cement and lime, by volume.
- B. Mortar shall be custom match the original mortar in color, texture, aggregate and finish.
- C. Tooled joint shall match original including depth of joint, shape of joint as well as amount of aggregate exposed.
- D. Water: Clean and free of deleterious amounts of oil, acid, alkalis and organic matter.
- E. No admixtures of any type will be permitted.
- F. Mixing:
 - 1. Measure materials by volume or equivalent weight.
 - 2. Do not measure by shovel. Use known measure.
 - 3. Mix ingredients in clean mechanical batcher for 3-5 minutes.
 - 4. Let mortar sit for 20 minutes prior to use to allow for initial shrinkage. Use mortar within 1 hours of initial mixing. Do not re-temper.

2.02 STONE INJECTION GROUTS

- A. Micro Injection Grout for cracks less than 3/16”

1. M31 by Jahn Restoration Mortars as distributed by Cathedral Stone® Products, Inc., 7266 Park Circle Drive, Hanover, MD 21076; tel. (410) 782-9150; fax. (410) 782-9155; website: www.cathedralstone.com email: info@cathedralstone.com or APPROVED EQUAL.
 2. M32 by Jahn Restoration Mortars as distributed by Cathedral Stone® Products, Inc., 7266 Park Circle Drive, Hanover, MD 21076; tel. (410) 782-9150; fax. (410) 782-9155; website: www.cathedralstone.com email: info@cathedralstone.com or APPROVED EQUAL.
- B. Macro Injection Grout for cracks less from 3/16" to 9/16"
1. M40 by Jahn Restoration Mortars as distributed by Cathedral Stone® Products, Inc., 7266 Park Circle Drive, Hanover, MD 21076; tel. (410) 782-9150; fax. (410) 782-9155; website: www.cathedralstone.com email: info@cathedralstone.com or APPROVED EQUAL.

2.03 ARCHITECTURAL CAST STONE

- A. Comply with ASTM 1364.
- B. Physical properties:
1. Compressive Strength – ASTM 1194: 6,500 psi minimum for products at 28 days.
 2. Absorption – ASTM C 1195: 6.0% maximum by the cold water method.
 3. Air Content – ASTM C 173 or C 231, for wet cast product shall be 4.0-8.0% for units exposed to freeze thaw environments. Air entrainment is not required for Vibrant Dry Tamp (VDT) products.
 4. Freeze-thaw – ASTM C 1364: The CPWL shall be less than 5.0% after 300 cycles of freezing and thawing.
 5. Linear Drying Shrinkage – ASTM C 426: Test and report in accordance with ASTM C1364.
- C. Job site testing – One sample from production units may be selected at random from the field for each 500 cubic feet delivered to the job site:

1. Three field cut cube specimens from each of these samples shall have an average minimum compressive strength of not less than 85% with no single specimen testing less than 75% of design strength as allowed by ACI 318.
2. Three field cut cube specimens from each of these samples shall have an average maximum cold-water absorption of 6.0%.
3. Field specimens shall be tested in accordance with ASTM C 1194 and C 1195.

D. Raw Materials:

1. Portland cement – Type I or Type III, white and/or grey, ASTM C 150.
2. Coarse aggregates - Granite, quartz or limestone, ASTM C 33, except for gradation, and are optional for the Vibrant Dry Tamp (VDT) casting method.
3. Fine aggregates - Manufactured or natural sands, ASTM C 33, except for gradation.
4. Colors - Inorganic iron oxide pigments, ASTM C 979 except that carbon black pigments shall not be used.
5. Admixtures - Comply with the following:
 - a. ASTM C 260 for air-entraining admixtures.
6. ASTM C 494/C 495M Types A - G for water reducing, retarding, accelerating and high range admixtures.
7. Other admixtures: Integral water repellents and other chemicals, for which no ASTM Standard exists, shall be previously established as suitable for use in concrete by proven field performance or through laboratory testing.
8. ASTM C 618 mineral admixtures of dark and variable colors shall not be used in surfaces intended to be exposed to view.
9. ASTM C 989 granulated blast furnace slag may be used to improve physical properties. Tests are required to verify these features.

10. Water – Potable
 11. Reinforcing bars:
 - a. ASTM A 615/A 615M: Grade 40 or 60 steel hot dipped galvanized.
 - b. Welded Wire Fabric: ASTM A 185 where applicable for wet cast units.
 12. Fiber reinforcement (optional): ASTM C 1116
 13. All anchors, dowels and other anchoring devices and shims shall be standard building stone anchors commercially available in a non-corrosive material such as zinc plated, galvanized steel, brass, or stainless steel Type 302 or 304.
- E. Color and Finish:
1. Match sample to existing Architectural Cast Stone.
 2. All surfaces intended to be exposed to view shall have a fine-grained texture similar to natural stone, with no air voids in excess of 1/32 in. and the density of such voids shall be less than 3 occurrences per any 1 in.² and not obvious under direct daylight illumination at a 5 ft distance.
 3. Units shall exhibit a texture approximately equal to the approved sample when viewed under direct daylight illumination at a 10 ft distance.
 - a. ASTM D 2244 permissible variation in color between units of comparable age subjected to similar weathering exposure.
 - 1). Total color difference – not greater than 6 units.
 - 2). Total hue difference – not greater than 2 units.
 4. Minor chipping resulting from shipment and delivery shall not be grounds for rejection. Minor chips shall not be obvious under direct daylight illumination from a 20-ft distance.
 5. The occurrence of crazing or efflorescence shall not constitute a cause for rejection.

6. Remove cement film, if required, from exposed surfaces prior to packaging for shipment.

F. Reinforcing:

1. Reinforce the units as required by the drawings and for safe handling and structural stress.
2. Minimum reinforcing shall be 0.25 percent of the cross section area.
3. Reinforcement shall be noncorrosive where faces exposed to weather are covered with less than 1.5 in. of concrete material. All reinforcement shall have minimum coverage of twice the diameter of the bars.
4. Units greater than 24 in. in one direction shall be reinforced in that direction. Units less than 24 in. in both their length and width dimension shall be non-reinforced unless otherwise specified.
5. Welded wire fabric reinforcing shall not be used in dry cast products.

G. Curing:

1. Cure units in a warm curing chamber approximately 100°F (37.8°C) at 95 percent relative humidity for approximately 12 hours, or cure in a 95 percent moist environment at a minimum 70°F for 16 hours after casting. Additional yard curing at 95 percent relative humidity shall be 350 degree-days (i.e. 7 days @ 50°F or 5 days @ 70°F) prior to shipping. Form cured units shall be protected from moisture evaporation with curing blankets or curing compounds after casting.

H. Manufacturing Tolerances:

1. Cross section dimensions shall not deviate by more than $\pm 1/8$ in. from approved dimensions.
2. Length of units shall not deviate by more than length/ 360 or $\pm 1/8$ in., whichever is greater, not to exceed $\pm 1/4$ in.
3. Maximum length of any unit shall not exceed 15 times the average thickness of such unit unless otherwise agreed by the manufacturer.

4. Warp, bow or twist of units shall not exceed length/ 360 or $\pm 1/8$ in., whichever is greater.
5. Location of dowel holes, anchor slots, flashing grooves, false joints and similar features – On formed sides of unit, $1/8$ in., on unformed sides of unit, $3/8$ in. maximum deviation.

I. Production Quality Control:

1. Testing.

- a. Test compressive strength and absorption from specimens taken from every 500 cubic feet of product produced.
- b. Perform tests in accordance ASTM C 1194 and C 1195.
- c. Have tests performed by an independent testing laboratory every six months.
- d. New and existing mix designs shall be tested for strength and absorption compliance prior to producing units.
- e. Retain copies of all test reports for a minimum of two years.

J. Delivery, Storage and Handling:

1. Mark production units with the identification marks as shown on the shop drawings.
2. Package units and protect them from staining or damage during shipping and storage.
3. Provide an itemized list of product to support the bill of lading.

2.04 CLEANING AGENTS

- A. Light Duty Restoration Cleaner: Detergent, solvent cleaner, non-acid solution type: as manufactured by Prosoco, Sure Klean, or equal.
- B. Heavy Duty Restoration Cleaner: Detergent, solvent cleaner, non-acid solution type: as manufactured by Prosoco, Sure Klean, or equal.

PART 3 – EXECUTION

3.01 MORTAR APPLICATION

- A. Rake out all stone joints in designated areas by hand using a chisel no wider than 3/4 (three fourths) joint width. Remove all unrequired metal fasteners from stone joints.
- B. Clean all mortar from surfaces within the joint or crack so that the new pointing mortar bonds to the building material, not old mortar. Do not chip or spall edges of the stone. More than one chip per square yard will be unacceptable. If work is found unacceptable, all raking will cease without additional cost to the Owner until deficiencies in tools, workers or methodologies have been corrected to the Architect's satisfaction.
- C. Joint depth to be at least 3/4-inches or shown on drawings, but in all cases rake back to expose sound mortar.
- D. Brush, vacuum or flush joints to remove all dirt and loose debris.
- E. Reduce initial absorption of the stone by thoroughly wetting stone surface with clean water just prior to repointing. Do not allow water to pool on surface of the stone.
- F. Pack joints with mortar leaving no voids. Place mortar in layers not exceeding 1/4 inch in depth. Apply succeeding layers only after preceding layer has taken initial set.
- G. Use clean tools and equipment free from hardened or partially set mortar.
- H. Clean excess mortar from stone and joints, removing splashed mortar and droppings immediately
- I. Do not retemper or use mortar which has partially set, is caked, or is lumpy.
- J. Tool horizontal and vertical face joints flush, dense and smooth after mortar has taken initial set. Do not allow mortar to extend over the stone surface.
- K. Curing: Keep joints damp (90% RH) for at least 72 hours or until surface is cured. Protect joints from rapid drying due to wind (i.e., covering tarps, enclosure on scaffolding).
- L. Adjusting/Cleaning of Mortar Joints

1. At the time of pointing of the stone, immediately remove mortar, grout and sealant from the face of the masonry.
2. Use only tools and equipment which are clean and free of hardened or partially hardened material.
3. Clean stone only with fiber bristle brushes and water. Use no acids, detergents, or other cleaning agents.

3.02 CRACK INJECTION

A. Workmanship:

1. All areas involved in the work shall be inspected by the Contractor to establish extent of work, access, and need for protection of surrounding construction, landscaping, etc. If conditions are not as expected, notify the Architect/Engineer immediately for direction. Do not proceed with work until unsatisfactory conditions are corrected.
2. Grout workmanship should comply with all applicable recommendations of the Manufacturer's written specifications and requirements.
3. Do not add any bonding agents, accelerators, or retarders to the grout.
4. Discard all grout that has hardened or exceeded its allowable pot life after mixing. Provide separate, clearly labeled containers for discarded grout and remove material from the staging area as soon as practical.

B. Preparation:

1. **Transverse Cracks:** For cracks across the face of the masonry unit, drill a series of injection ports in the center of the crack. These ports should be drilled in a downward direction. Between the ports, the crack should be sealed with removable, non-staining clay or repaired with the appropriate Jahn Mortar.
2. **Lateral Cracks (Delaminating Layers) or Voids:** Drill a series of injection ports in a square configuration (90° angles) on the face of the substrate to create a "drill frame". Ports should be drilled in a downward direction.
3. Wash the surface and interior of the crack using clean water to remove all dust, or loose and deleterious material, which could prevent proper flow and/or adhesion, compromising the integrity of the cured injection grout.

C. Mixing:

1. It is recommended that safety goggles, gloves, and a dust mask be worn for protection. Do not mix more material than can be used within approximately 30 minutes. Discard any mixed material that has been unused for 30 minutes or more.
2. Jahn M31/M32:
 - a. The mixing ratio is approximately 2 to 5 parts powder to 1 part water by volume.
 - b. Mix mechanically using a high-speed drill (3,000 RPM or higher) equipped with a Jiffler type mixing paddle. After mixing, the mortar should be poured into another clean container using a sieve. Continued agitation is necessary if the mortar is allowed to sit prior to use.
3. Jahn M40:
 - a. The mixing ratio is approximately 2 – 2 1/2 parts powder to 1 part water by volume.
 - b. Mix manually or mechanically, using a slow speed drill (400-600 RPM) equipped with a Jiffler type-mixing paddle. The material should be mixed for a minimum of three minutes, with continued agitation should the product be allowed to sit prior to use.

D. Injection Procedure:

1. Wash the interior of the crack immediately before injection by flushing with clean water. If the crack is allowed to dry out before grout is injected, this step must be repeated.
2. Treatment of Transverse Cracks: Inject grout into lowest port and continue until it flows freely from this port and other ports at the same level. Seal ports using non-staining clay, sealant, or caulk and proceed in identical fashion until the crack is filled. Clean up overflow immediately.

3. Treatment of Lateral Cracks (Delaminating Layers) or Voids: Inject grout into lower left port and proceed until it flows freely from this port and other ports at the same level. Where necessary, insert threaded stainless steel dowels after some grout has been injected, agitate or tap several times to remove any voids or air pockets, and inject the remainder of the grout until port is full and grout flows freely from other ports at the same level. Seal ports using non-staining clay, sealant, or caulk. Inject grout into lower right port and proceed in identical fashion. The order of injection is lower left, lower right, upper left, then upper right. Clean up overflow immediately.

E. Finishing:

1. Remove plugs after 24 to 48 hours and repair the ports and the crack surface, if not previously performed, using an appropriate Jahn Mortar to match color and type of existing masonry.

F. Clean Up:

1. Remove uncured mortar from substrate before it dries using clean water and a rubber sponge. Cured mortar may only be removed chemically or mechanically.
2. Remove uncured mortar from tools and equipment with water as soon as possible. Cured material may only be removed chemically or mechanically.

3.01 CAST STONE INSTALLATION

A. Examination:

1. Installing contractor shall check Cast Stone materials for fit and finish prior to installation. Do not set unacceptable units.

B. Setting Tolerances:

1. Comply with Cast Stone Institute® Technical Manual. Set stones 1/8 in. or less, within the plane of adjacent units. Joints, plus - 1/16 in., minus - 1/8 in.

C. Jointing:

1. Joint size:

- a. At stone/brick joints 3/8 in.
 - b. At stone/stone joints in vertical position 1/4 in. (3/8 in. optional).
 - c. Stone/stone joints exposed on top 3/8 in.
2. Joint Materials:
- a. Mortar, Type N, ASTM C 270.
 - b. Use a full bed of mortar at all bed joints.
 - c. Flush vertical joints full with mortar.
 - d. Leave all joints with exposed tops or under relieving angles open for sealant.
 - e. Leave head joints in copings and projecting components open for sealant.
3. Location of joints:
- a. As shown on shop drawings.
 - b. At control and expansion joints unless otherwise shown.
- D. Setting:
1. Wet units with clean water prior to setting.
 2. Fill dowel holes and anchor slots completely with mortar or non-shrink grout.
 3. Set units in full bed of mortar, unless otherwise detailed.
 4. Rake mortar joints 3/4 in. in for pointing.
 5. Remove excess mortar from unit faces immediately after setting.
 6. Tuck point unit joints to a slight concave profile.
- E. Joint Protection:
1. Comply with requirements of Section 07 92 13.

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ARLINGTON, MASSACHUSETTS
CBI JOB NO.: 17152

CBI Consulting, LLC
Boston, Massachusetts
Tel: (617) 268-8977
Fax: (617) 464-2971

2. Prime ends of units, insert properly sized backing rod and install required sealant.
- F. Repair and Cleaning:
1. Repair chips with touchup materials furnished by manufacturer.
 2. Saturate units to be cleaned prior to applying an approved masonry cleaner.
 3. Consult with manufacturer for appropriate cleaners
- G. Inspection and Acceptance:
1. Inspect finished installation according to Cast Stone Institute® Technical Bulletin #36.
 2. Do not field apply water repellent until repair, cleaning, inspection and acceptance is completed.

END OF SECTION

DIVISION 07

THERMAL AND MOISTURE PROTECTION

SECTION 07 15 00

CLEAR PENETRATING WATER REPELLANT

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that the equipment to be furnished complete in every respect, and that this Contractor shall provide all equipment needed and usually furnished in connection with such systems to provide a complete installation. Equipment, materials, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 WORK TO BE PERFORMED

- A. Provide all the Clear Penetrating Water Repellant work required to complete the work of the Contract including all the Clear Penetrating Water Repellant work shown on the plans, listed in the specification, and needed to install a complete assembly in every way, with all hardware, finishes, and accessories. Coordinate the Clear Penetrating Water Repellant work with all the other trades for the project. Provide all demolition and disposal work to complete the Clear Penetrating Water Repellant work. Patch to match all adjacent surfaces that are disturbed, left exposed, or unfinished. All work of the contract is related. It is the General Contractor's responsibility to review all the work of each section, each sub-contractor, and each file sub-bidder for the entire project so that all the work can be properly and completely performed.
- B. Prepare all existing brick masonry surfaces, furnish and apply clear breathable penetrating water repellent to the South Elevation of the 1930's building following 100% repointing of the existing brick masonry.

CLEAR PENETRATING WATER REPELLANT

- C. Extreme care and masking of all window openings shall be made to protect windows and doors from staining during the application of the clear breathable penetrating water repellent.

1.02 RELATED WORK

- A. The following items of related Work are specified and included in other Sections of the Specifications:
 - 1. Section 02 41 00 – Selective Demolition
 - 2. Section 04 21 00 – Brick Masonry Restoration
 - 3. Section 07 92 13 – Sealants and Caulking

1.03 REFERENCES

- A. Manufacturer's specifications and instructions.
- B. ASTM:
 - 1. D 1653 Method B, Condition A – Test method to determine perm rating
 - 2. D3960-93 - Practice for determining volatile organic compound content.

1.04 SUBMITTAL

- A. See Section 01300 SUBMITTALS. Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data: Submit manufacturer's specifications and installation instructions for products used including finishing materials and methods.
- C. Submit manufacturer's technical data sheet for each product indicated including chemical analysis and recommendations for their application and use. Include test reports and certifications substantiating that products comply with requirements.
- D. Submit a detailed plan for proposed application methods for each type of substrate for review and approval by owner or owner's representatives.
- E. Samples: Provide sample installation of water repellent. Locations per the owner or owner's representatives' directions.

1.05 QUALITY ASSURANCE

- A. Mock-ups: Prepare sample for each type of substrate to be treated.
- B. Provide at least one person who shall be present at all times during the execution of the work of this section, who shall be thoroughly familiar with the specified requirements, and the materials and methods needed for their execution, and who shall direct all work performed under this section.
- C. Provide adequate numbers of workers skilled in the necessary crafts and properly informed of the specialized methods and materials to be used in this work.

1.06 TEST PANELS

- A. Rilem testing shall take place on the test panels to determine efficacy and coverage rates as well as warranty information. The manufacturer or authorized distributor will oversee Rilem testing. Contact manufacturerer prior to project for information on possible testing fees.
 - 1. Projects requiring the 10 year warranty are required to submit the following information prior to the application of product:
 - a. Rilem testing before
 - b. Rilem testing after
 - c. Purchase order/Invoices for order
 - d. Contractor/Applicator Information
 - e. Specifier Information
 - f. Building Owner Information
 - 2. No warranty will be issued on projects if application is started prior to testing completion.
- B. The Contractor shall arrange for preparing test panels to determine the coverage rates of each substrate. Size of testing area shall be no smaller than 1' SF.
- C. Contractor shall prepare a written report detailing results of testing including description of application methods employed.
- D. Each test panel must be carefully labeled, charted, and photographed.

- E. Approved test panels will become a part of the Work, and serve as the quality standard for similar type work on this project.
- F. Notify the owner's representative seven (7) days in advance of the dates and time when the test panels will be installed.

1.07 PROJECT/SITE CONDITIONS

- A. Contractor shall be responsible for repairing damaged masonry prior to application of water repellent.
- B. Repairs shall be made by qualified mechanics skilled in the type of repairs required, to the satisfaction of the owner's representative.
- C. Cover air intakes, air conditioning vents and similar openings that may come in contact with the water repellent and residues fumes. Leave covers in place until application of water repellent is completed in the area.
- D. Protect trees, plants, foliage, storm sewers, and surrounding surfaces from water repellent.
- E. Take appropriate precautions to avoid harm to building occupants, pedestrians and nearby property. Terminate work when wind drift may cause contact with passerby or vehicles and adjacent property.

1.08 WARRANTY

- A. Warranty all work under this section in a document stating that if, within ten (10) years after the Date of Substantial Completion of the Work, any of the work in this Section is found to be defective, including but not limited to loss of water repellency of the sealed surfaces as judged by the Architect, or not in accordance with the Contract Documents, the Contractor shall correct promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. Also, the Contractor shall bear all cost incurred by the Owner, including reasonable attorney's fees, to enforce compliance with the obligations of this warranty. The obligation of the Warrantees shall run directly to the Owner, and may be enforced by the Owner against the Contractor, shall survive the termination of the Contract, and shall not be limited by conditions other than this Contract.
- B. Include a manufacturer's maintenance manual specifically prepared for this project and coordinate with warranty requirements (2 copies). Include as a minimum, instructions for reapplication of clear breathable penetrating water repellent.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Water Repellent

1. R97 water repellent, environmentally safe, 50 state VOC compliant, free of flammable solvents and fumes, caustics and MUST NOT contain Silanes, Siloxanes or derivatives of Silanes and or Siloxanes. Products must be compatible with all porous masonry substrates including repair and replacement materials. Acceptable products available through Cathedral Stone Products; contact Technical Reps - Tel: 410-782-9150; fax: 410-782-9155.
2. Testing requirements.
 - a. Water repellent must not contain or produce any VOC's
 - b. Minimum rating of 80 perms when applied to manufactures specification.
 - c. Water Repellant must not lower the water vapor transmission (WVT) of the substrate by more than
 - d. 1/3 of its pretreated value.

B. Miscellaneous Equipment

1. Natural bristle brushes
2. Rollers
3. Potable water
4. Rubber gloves
5. Eye and skin protection
6. Low pressure (10-25 psi.) Sprayer

PART 3 – EXECUTION

3.01 PREPARATION

- A. Substrate must be clean, dry and free of foreign contaminates.

- B. Repair materials must be fully cured prior to applying water repellent.
- C. Protect adjacent masonry surfaces with drop cloths or other means where water repellent is not required. Special protection for windows is not required.
- D. Do not start work until surfaces to be coated are in proper condition to produce finished surfaces that is uniform and of a satisfactory appearance.
- E. Mildew, algae and fungus should be removed using D/2 as recommended by the manufacturer.
- F. Remove dust and loose particulate matter from surfaces to receive coatings immediately prior to coating application.
- G. Cracks and spalls must be repaired and cured prior to application.
- H. To ensure even penetration, make sure any masonry repairs have been made with repair materials that are compatible to the substrate.
- I. Remove any previous or existing coatings before application of water repellent.
- J. Substrate must be completely dry before coating. Do not work when precipitation is expected within 24 hours of installation. The water repellent needs adequate time to bond to the substrate. Moisture disrupts the curing process.

3.02 GENERAL APPLICATION OF WATER REPELLENT

- A. Follow manufacturers' instructions.
- B. Clearly mark or identify areas that have been treated at the end of each shift.
- C. Apply water repellent in a systematic pattern to ensure complete coverage.

3.03 CLEAN UP

- A. During the work, remove from the site discarded cleaning and coating materials, rubbish, cans and rags at the end of each workday.
- B. Upon completion of work, remove all protective coverings and coatings, and clean window glass and other spattered surfaces. Remove spattered coatings by proper methods as recommended by manufacturer, using care not to damage adjacent surfaces.

3.04 QUALITY CONTROL

- A. The implementation of a Contractor Quality Control Program does not relieve the Contractor from the responsibility to provide work in accordance with the Contract Documents, applicable codes, regulations, and governing authorities. The Contractor Quality Control Program shall include, but not be limited to, the elements herein. These elements are provided only as a minimum starting point for the Contractor to use to generate the complete Contractor's Quality Control Program.

END OF SECTION

DIVISION 07

THERMAL AND MOISTURE PROTECTION

SECTION 07.92 13

SEALANTS AND CAULKING

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that the equipment to be furnished complete, in every respect, and that this Contractor shall provide all equipment needed and usually furnished in connection with such systems to provide a complete installation. Equipment, materials and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 WORK TO BE PERFORMED

- A. Provide all the Sealants and Caulking Work required to complete the Work of the contract including all the Sealants and Caulking Work shown on the plans, listed in the specification, and needed to install a complete assembly in every way, with all hardware, finishes, and accessories. Coordinate the Sealants and Caulking Work with all the other trades for the project. Provide all demolition and disposal work to complete the Sealants and Caulking Work. Patch to match all adjacent surfaces that are disturbed, left exposed or unfinished. All work of the contract is related. It is the General Contractor's responsibility to review all the work of each section, each Subcontractor and each file sub-bidder for the entire project so that all the work can be properly and completely performed.
- B. Sealants and Caulking Work includes, but is not limited to:
 - 1. Silicone sealant for perimeter joint sealant at half round storm windows on the 1890's building.
 - a. Refer to Unit Prices – Specification Section 01 22 00.

2. Silicone sealant for sealing the existing aluminum spandrel panels upon removal of the existing gaskets on the 1990's building.
 - a. Refer to Deduct Alternate No. 1.
3. Polyurethane sealant to be applied over repointed mortar for all granite and concrete stairs at 1890's Main Library Entrance.
 - a. Refer to Deduct Alternate No. 5.
4. Any Dissimilar Material Joints
5. As shown on the drawings and where necessary to provide a water-tight installation.

1.03 RELATED WORK UNDER OTHER SECTIONS

- A. The following items of related Work are specified and included in other Sections of the Specifications:
 1. Section 02 41 00 – Selective Demolition
 2. Section 03 30 00 – Cast-In-Place Concrete
 3. Section 08 80 00 – Glass and Glazing

1.04 SUBMITTALS

- A. Product Literature: Submit product data sheets and the manufacturer's installation instructions.

1.05 PRODUCT HANDLING

- A. Delivery shall be in manufacturer's original unopened container, clearly identifying each product specified, relating it to the product literature submitted.

1.06 GUARANTEES

- A. Sealant shall be guaranteed by the manufacturer against cohesive and adhesive failure of the sealant and water penetration through the joints for TWENTY (20) years.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Silicone Sealant for Storm Window Perimeters and Aluminum Spandrel Panels: Medium modulus single component non-sag silicone sealant - ASTM C92 sealant shall be Tremco Spectrum 1 Silicone Sealant by Tremco Commercial Sealants & Waterproofing, or APPROVED EQUAL.
- B. Urethane Sealant for Stone Granite and Concrete Stairs: Single-Component, Nonsag, Moisture-Cure, Polyurethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 50, shall be Tremco Dymonic 100 or APPROVED EQUAL.
- C. Primer: The primer shall be used in accordance with the manufacturer's instructions, with all primers being installed prior to the installation of any backer rod or bond breaker tape. Manufacturer shall be consulted for all surfaces not specifically covered in submittal application instructions. If stain type primer is used, apply material in a manner that will prevent exposed stain residue related to application procedures. Apply only with approval of the Architect.
- G. Backer Rod: Shall be closed cell polyethylene or polyurethane as recommended by the sealant manufacturer for compatibility with sealant.
- H. Bond Breaker Tape: Any acceptable polyethylene or similar type bond breaker tape shall be used to prevent three (3) sided adhesion in locations where backer rod cannot be used.

PART 3 – EXECUTION

3.01 JOINT SURFACE PREPARATION

- A. Remove all failed sealants and clean joint surfaces immediately before installation of sealant and caulking compounds. Remove dirt, insecure coatings, moisture and other substances which would interfere with the bond of sealant or caulking compounds.

3.02 INSTALLATION

- A. Where backer rod is required it shall be installed using only blunt instruments or rounded tools which will insure a uniform depth (+ or - 1/8") depth without puncturing the material. Backer rod shall be a minimum of 33% oversized for the joint to be sealed.
- B. Surrounding areas shall be protected to ensure that no sealant contaminates these surfaces.

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Boston, Massachusetts
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Fax: (617) 464-2971

- C. Sealant shall be installed in accordance with manufacturer's recommendations and instructions in order to insure proper width to depth ratio. Take all steps to prevent three (3) sided adhesion. Sealant depth shall be one half of joint width with a minimum depth of 1/4" and a maximum of 1/2" unless otherwise required by the manufacturer.
- D. Both temperature and dampness conditions may restrict application of these sealants. Comply with manufacturer's instructions.

END OF SECTION

DIVISION 08

WINDOWS AND DOORS

SECTION 08 80 00

GLASS AND GLAZING

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that the equipment to be furnished complete in every respect, and that this Contractor shall provide all equipment needed and usually furnished in connection with such systems to provide a complete installation. Equipment, materials, and articles incorporated in the work shall be new and of the best grade of their respective kinds.

1.02 WORK TO BE PERFORMED

- A. Provide all the Glass and Glazing work required to complete the work of the contract including all the Glass and Glazing work shown on the plans, listed in the specification, and needed to install a complete assembly in every way, with all hardware, finishes, and accessories. Coordinate the Glass and Glazing work with all the other trades for the project. Provide all demolition and disposal work to complete the Glass and Glazing work. Patch to match all adjacent surfaces that are disturbed, left exposed, or unfinished. All work of the contract is related. It is the General Contractor's responsibility to review all the work of each section, each sub-contractor, and each file Sub-Bidder for the entire project so that all the work can be properly and completely performed.
 - 1. Replace glass at existing half round aluminum storm windows for six (6) locations on the 1890's Library building. Remove existing aluminum stop and salvage for reinstallation. Remove and dispose of existing glass, and install new ¼-inch clear tempered safety glass. Reinstall aluminum set in a bed of non-sag single component silicone sealant.
 - a. Refer to Unit Prices – Specification Section 01 22 00.

1.03 QUALITY ASSURANCE

- A. The following published specifications are hereby made a part of this SECTION.
 - 1. Federal Specification DD-G-451: Quality characteristics, thickness and dimensional tolerances of flat glass products.
 - 2. ANSI Z97.1: Standard for safety glazing material of all types.
 - 3. Consumer Product Safety Commission Standard 16 CFR1201: Category I or Category II as applicable.
 - 4. All work shall be done according to the Manufacturer's recommendations.

1.04 SHOP DRAWINGS

- A. Submit complete shop drawings in accordance with the provisions of the GENERAL CONDITIONS.
- B. Shop drawings shall include product literature on all glazing.

1.05 SAMPLES

- A. Submit the following samples in accordance with the provisions of the GENERAL CONDITIONS:
 - 1. One sample of each glass, 12" x 12" bearing the name of the manufacturer, thickness and quality of glass.
 - a. Provide a minimum of (3) glass samples for Architects color tint selection.
 - 2. Samples of glazing materials and sealants along with manufacturer's written description and directions for installation, if requested by Engineer.
 - 3. Sealant compounds and all other miscellaneous items.

1.06 GUARANTEE

- A. Manufacturer shall provide his standard guarantees for work under this Section. However, such guarantees shall be in addition to and not in lieu of all other liabilities which the manufacturer and Contractor may have by law or by other provisions of the Contract Documents.

PART 2 – PRODUCTS

2.01 GLASS

A. Manufacturer

1. Guardian Glass, LLC, 2300 Harmon Road, Auburn Hills, Michigan 48326. Toll Free (866) 482-7374. Phone (248) 340-1800. Web Sites www.guardianglass.com or Approved Equal.

B. Glass Lite for Existing Storm Windows.

1. Sputter-coated clear float glass.
2. Annealed Clear Float Glass: ASTM C 1036, Type 1, Class 1, Quality q3.
3. Vacuum Deposition Sputtered Coating: ASTM C 1376.
4. Glass Thickness: 1/4 inch.
5. Heat Treatment: Heat-strengthened, ASTM C 1048, Kind HS
6. Air Space: 12 mm (1/2 inch) wide, hermetically sealed, dehydrated air space.
7. Sealant: Approved by glass manufacturer.

PART 3 – EXECUTION

3.01 INSTALLATION OF GLASS

- A. Remove and salvage existing aluminum frame stops.
- B. Glass shall be field glazed. Place setting blocks in sills and lock or seal setting blocks in place at the ¼ points of the glass.
- C. Install new glazing gaskets in full lengths and 4” longer than the frame to apply compression of the gasket as it is installed. Seal corner butt joints of the exterior gasket with glazing sealant
- D. Apply glazing materials and other materials in strict accordance with manufacturer’s printed recommendations.
- E. Prior to reglazing the storefront frames, solvent clean all corners and any penetrations of the sills and seal with a bead of glazing sealant.
- F. Apply a bead of glazing sealant around the perimeter of all storm window units.

- G. Glass shall be set without springing with proper clearances at all edges. Edge clearance and tolerance shall be in accordance with recommendations of FGMA Glazing Manual, latest edition.

3.02 CLEAN-UP AND PROTECTION

- A. Clean up all debris resulting from this Work and clean off all marks and smudges, repair all damage, remove scratches and damaged materials and remove all debris from the job site. The Contractor shall be responsible for the protection of the windows, during the course of construction and shall also be responsible for cleaning all portions of the windows after the work is completed.
- B. The Contractor shall do all final cleaning of glass panes, leaving the glass and frames whole and free from rattle. The Contractor shall employ experienced workmen for the final cleaning of all work.

3.03 CLEAN-UP

- A. The glazing Subcontractor shall remove all his shipping crates and waste material from the project.

END OF SECTION

DIVISION 09

FINISHES

SECTION 09 90 00

PAINTING

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include the General Conditions, Modifications to the General Conditions, and applicable parts of Division 01 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect Work of this Section whether or not such Work is specifically mentioned in this Section.
- C. Coordinate Work with that of all other trades affecting or affected by Work of this Section. Cooperate with such trades to assure the steady progress of all Work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that the materials and equipment to be furnished complete in every respect, and that this Contractor shall provide all items needed and usually furnished in connection with such systems to provide a complete installation. Equipment, materials, and articles incorporated in the Work shall be new and of the best grade of their respective kinds.

1.02 WORK TO BE PERFORMED

- A. Provide all the Painting work required to complete the work of the contract including all the Painting work shown on the plans, listed in the specification, and needed to install a complete assembly in every way, with all reinforcing, pinning, and finishes. Coordinate the Painting work with all the other trades for the project. Provide all demolition and disposal work to complete the Painting work. Patch to match all adjacent surfaces that are disturbed, left exposed, or unfinished. All work of the contract is related. It is the General Contractor's responsibility to review all the work of each section, each sub-contractor, and each file sub-bidder for the entire project so that all the work can be properly and completely performed.
- B. Restore existing hand rails and posts at the Mass Ave Emergency Exit Stair between the 1890's and 1990's buildings by scraping and removing existing paint, and then clean, prepare, prime and paint handrail and post surfaces, except for the brass handrail surface which shall be cleaned only.

- C. At the South Elevation of the 1930's building; scrape and remove existing paint from (2) picket fence rail posts below the bottom fence rail, and then clean, prepare, prime and paint surfaces.
 - 1. Refer to Deduct Alternate No. 3.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Stainless steel, anodized aluminum, bronze, terne, and lead items.
 - 6. Floors, unless specifically so indicated.
 - 7. Glass.
 - 8. Concealed pipes, ducts, and conduits.
 - 9. Interior Residential Units, unless otherwise noted on the drawings.

1.03 RELATED WORK UNDER OTHER SECTIONS

- A. The following items of related Work are specified and included in other Sections of the Specifications:
 - 1. Section 02 41 00 – Selective Demolition
 - 2. Section 03 30 00 – Cast-In-Place Concrete

1.04 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this section.

1.05 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2012.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.

1.06 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
 - 4. Manufacturer's installation instructions.
 - 5. If proposal of substitutions is allowed under submittal procedures, explanation of all substitutions proposed.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
 - 2. Where sheen is not specified, submit each color in each sheen available.
 - 3. Allow 15 for approval process, after receipt of complete samples by Architect.
 - 4. Paint color submittals will not be considered until color submittals for major materials not to be painted, such as masonry, have been approved.
- D. Samples: Submit two paper chip samples, 12 x 12 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.
- E. Samples: Submit two painted samples, illustrating selected colors and textures for each color and system selected with specified coats cascaded. Submit on aluminum sheet, 12 x 12 inch in size.

- F. Certification: By manufacturer that all paints and coatings comply with VOC limits specified.
- G. Manufacturer's Instructions: Indicate special surface preparation procedures.
- H. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.
- I. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Coatings: 1 gallon of each color; store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

1.07 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 3 years' experience.

1.08 MOCK-UP

- A. See Section 01 40 00 - Quality Requirements, for general requirements for mock-up.
- B. Provide panel, 8 feet long by 8 feet wide, illustrating special coating color, texture, and finish.
- C. Provide door and frame assembly illustrating paint coating color, texture, and finish.
- D. Locate where directed.
- E. Mock-up may remain as part of the work.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.10 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- E. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- F. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
 - 1. In the event that a single manufacturer cannot provide all specified products, minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.
 - 2. Substitution of MPI-approved products by a different manufacturer is preferred over substitution of unapproved products by the same manufacturer.

3. Substitution of a paint different system using MPI-approved products by the same manufacturer will be considered.

C. Paints:

1. Base Manufacturer: Benjamin Moore & Co: www.benjaminmoore.com.
2. Glidden Professional: www.gliddenprofessional.com.
3. Sherwin-Williams Company: www.sherwin-williams.com.

D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.

1. Where MPI paint numbers are specified, provide products listed in Master Painters Institute Approved Product List, current edition available at www.paintinfo.com, for specified MPI categories, except as otherwise indicated.
2. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
3. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
4. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
5. Supply each coating material in quantity required to complete entire project's work from a single production run.
6. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.

B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.

C. Volatile Organic Compound (VOC) Content:

1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Flammability: Comply with applicable code for surface burning characteristics.
- E. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- F. Colors: To be selected from manufacturer's full range of available colors.
1. Selection to be made by Architect after award of contract.
 2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
 3. Extend colors to surface edges; colors may change at any edge as directed by Architect.
 4. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling they are mounted on/under.

2.03 PAINT SYSTEMS

- A. Metal Handrails, Guardrails and Posts
1. Primer: Corotech (As recommended by manufacturer)
 2. Intermediate Coat: Corotech Alkyd Urethane Enamel
 3. Top Coat: Corotech Alkyd Urethane Enamel V200 Gloss

2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of coatings until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- G. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand or power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- H. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- F. Sand metal surfaces lightly between coats to achieve required finish.
- G. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for general requirements for field inspection.
- B. Inspect and test questionable coated areas.

3.05 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 PROTECTION

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

END OF SECTION