

BID DOCUMENTS AND SPECIFICATIONS FOR:

**Mill Brook Corridor & Wellington Park
Revitalization Project
Arlington, Massachusetts**

Bid # 19-08

Prepared for:

Park & Recreation Commission
Town of Arlington, Massachusetts

Prepared by: Weston & Sampson

SEALED BIDS will be received:

Date: Thursday February 21, 2019

Time: 10:00 AM

Place: Office of the Purchasing Agent

730 Massachusetts Avenue

Arlington, MA 02476

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**TOWN OF ARLINGTON
MASSACHUSETTS**

INVITATION TO BID

**BID No. 19-08 MILL BROOK CORRIDOR AND WELLINGTON
PARK REVITAIZATION PROJECT**

Sealed bids for Mill Brook Corridor & Wellington Park Revitalization Project for the Town of Arlington, Massachusetts, will be received at the Purchasing Department, 730 Massachusetts Avenue, Arlington, MA 02476 until **10:00 AM prevailing time, on Thursday February 21, 2019** at which time and place said bids will be publicly opened and read aloud.

All bids must be in a sealed envelope plainly marked: **BID No. 19-08 MILL BROOK COORIDOR & WELLINGTON PARK REVITALIZATION PROJECT.**

A pre-bid walk through is scheduled for 10:00 AM prevailing time, on Tuesday February 5, 2019 at Wellington Park on Grove Street, Arlington, MA.

The scope of work of the Base Bid includes improvements to Mill Brook and Wellington Park in the town of Arlington, Massachusetts. The project includes a new pathway and boardwalk system that leads to a flood storage area along Mill Brook. The project also includes regrading, planting, hydroseeding and new site furnishings.

Add Alternate #1 includes the removal and demolition of existing chain link fencing in the location indicated on the Contract Drawings.

Add Alternate #2 includes the clearing and grubbing of the planted area indicated on the Contract Drawings.

Bid Security in the form of a bid bond, cash, certified check, treasurer's or cashier's check payable to the Owner, is required in the amount of five percent of the bid, in accordance with Section 00200, INSTRUCTIONS TO BIDDERS.

The contract duration for the Base Bid is 116 consecutive days. Construction must conclude by June 28, 2019.

Contract Documents and plans are available for down load and review on the Town Website:

www.arlingtonma.gov/purchasing

The selected contractor shall furnish a performance bond and a payment bond in amount at least equal to one hundred percent (100%) of the contract price as stipulated in Section 00700 GENERAL CONDITIONS of these specifications.

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.

Minimum Wage Rates as determined by the Commissioner of the Division of Occupational Safety of the Executive Office of Labor and Workforce Development under the provisions of the Massachusetts General Laws Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the Bidder, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract.

All bids for this project are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 30, Section 39M as amended.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 working days, Saturdays, Sundays and legal holidays excluded after the opening of bids.

The Owner reserves the right to waive any informalities or to reject any or all bids.

TOWN OF ARLINGTON

Adam W. Chapdelaine
Town Manager

INSTRUCTIONS TO BIDDERS

1. COMPLEMENTARY DOCUMENT
 - A. INVITATION TO BID, including herewith, is complementary to this document and shall be reviewed by bidder for specific instruction which are not repeated herein.

2. STATUTES REGULATING COMPETITIVE BIDDING
 - A. Bidding procedures and award of general contract and subcontracts shall be in accordance with the provisions of Chapter 30, Section 39M and Chapter 149, Section 44A through 44L inclusive, of 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 Bid and Contract 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. BIDDER'S QUALIFICATIONS
 - A. DCPO Certification not required.
 - B. The Contractors' Update Statements are not public records and will not be open to public inspection.

4. INTERPRETATION OF DOCUMENTS: NOTIFICATION OF ERRORS
 - A. Interpretations of the provisions of the Bid and Contract Documents will be made by the designer upon written request of any general bidder or subbidder, provided that such request is received by the Designer at least seven (7) days prior to the date of the applicable bid opening, and that the Designer 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. Such written interpretations shall be in the form of Addenda to the Bid and Contract Documents.
 - C. Bidders are urged to communicate all errors and discrepancies found in the Bid and Contract Documents to the Designer. Telephone calls pointing out any such errors or discrepancies will be taken by the Designer, but only for the purpose of receiving the information in order that it may be properly processed, and not for interpretation or clarification.

5. EXAMINATION OF BIDDING AND CONTRACT DOCUMENTS

- A. Each Bidder shall carefully examine the Bid and Contract Documents to obtain a thorough understanding of the work of his bid in addition to the work of related trades. In addition, each General Bidder shall personally visit the site to thoroughly acquaint himself/herself with the conditions as they exist hereon.
- B. Failure of any Bidder to thoroughly examine the Bid and Contract Documents or to visit and examine the site shall in no way relieve him/her of any obligation with respect to his/her bid or of any responsibility assigned to him under the Contract.

6. PRE-BID CONFERENCE

- A. Pre-bid conference will be held at the location and time stipulated in the Invitation to Bid.

7. MODIFICATION AND WITHDRAWAL OF BIDS

- A. Modification of withdrawal of Bids will be permitted after the submission of such bids provided clearly written, readily understandable instructions for same are received by the Owner in writing prior to the time established for opening of such bids. No Bid may be withdrawn after that time, except as otherwise provided herein or by law.

8. ADDENDA

- A. Addenda may be required during the bidding period to modify, clarify or interpret the Bid and Contract Documents. It is intended, but not guaranteed, that such Addenda shall be mailed by the Owner to all persons or parties to whom Bid and Contract Documents have been issued (Bidders of Record). Failure to receive such Addenda shall in no way relieve any bidder from the execution of its provisions. All bidders are cautioned to verify the number of Addenda which have been issued and to secure any needed copies from the Designer before submitting a Bid.

9. FORM FOR BIDS

- A. The Owner will make available, to every person applying therefor, a Bid Form. Each bona fide Bidder will be furnished forms for his proposal upon request. Such forms will be made available at the Owner's office during the regular office hours throughout the bidding period. Bids must be submitted on the forms provided by Owner or of forms included in the bid documents of the Project Manual.

- B. All blank spaces provided on the bid forms shall be filled in with ink or typewriter. Where space is provided, sums shall be expressed in both words and figures. In case of a discrepancy between the two, the written words shall govern.
- C. No interlineations, additional, alterations or erasures shall be made on the forms.

10. ALTERNATES

- A. Each Bidder shall bid on alternatives listed. In the event that any alternate does not involve a change in the amount of the Bid, the Bidder shall so indicate by using the words "No Change" in the space provided for that alternate.
- B. General Bidders shall enter on the form for General Bid a single amount for each alternate, each amount to consist of the total of all the subbidders' amounts for the given alternate plus the amount of for work of the alternate to be performed by the General Contractor.
- C. If alternate(s) are accepted, they shall be accepted in the order listed. The low bidder will be determined on the basis of the sum of the Base Bid and the alternates accepted.

11. SUBMISSION OF BIDS

- A. The Bid Form shall be properly executed and enclosed with the required bid deposit in a sealed envelope plainly marked on the outside with the following information.

Bid For:

SUBMITTED
BY:

(Name of Bidder)

(Address of Bidder)

- B. If Bids are mailed; the above required envelope shall be enclosed in a second envelope identified with the above markings and mailed to the place of bid opening, as described in the Invitation to Bid. Mailed Bids must be received before the time scheduled for opening of Bids.

12. PERFORMANCE AND PAYMENT BONDS

- A. The Performance and Labor and Materials Payment Bonds required of the General Contractor shall each be in the amount of 100% of the contract sum from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and approved by the Owner.

13. FOREIGN CORPORATIONS

- A. The attention of bidders is called to General Laws, Chapter 30, Section 39L, as amended by Acts of 1967, Chapter 3, under which the Owner may not enter into a contract with a foreign corporation as a subcontractor unless the foreign corporation has filed with the Owner 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. AWARD OF CONTRACT

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

15. COMMENCEMENT AND COMPLETION OF WORK

- A. The successful bidder, upon completion of the Contract Agreement, shall commence the work of the Contract within seven (7) calendar days from receipt of written Notice to Proceed issued by the Owner within fourteen (14) calendar days after said execution of the Contract Agreement, and shall therefore diligently and continuously carry on the work in such manner as to substantially complete the work on or before June 28, 2019 except as noted herein.

16. LIQUIDATED DAMAGES

- A. The attention of bidders is particularly called to the requirements as to the conditions of employment to be observed, the minimum wage rates to be paid under the Contract and affirmative action to ensure equal employment opportunity.
- B. Contractor shall make full good faith efforts to secure at least ten percent (10%) of the Labor and Materials incorporated in the Work from Minority Business Enterprises and five percent (5%) of the Labor and Materials incorporated in the Work from Women Business Enterprises certified by the Commonwealth of Massachusetts and consistent with the Federal Equal Employment Opportunity requirements attached hereto as Attachment A. Satisfactory documentation of such effort shall be furnished promptly upon request by Owner.

C. The Owner is an equal employment opportunity employer and has an active Affirmative Action Plan (AAP). For more information, direct correspondence to Patricia M. Libby, Affirmative Action Officer for the Town of Arlington.

BID FORM

For: Mill Brook Corridor & Wellington Park Revitalization Project (Bid #19-08)

Proposal (BID) of _____
(hereinafter called "Bidder") a corporation, organized and existing under the laws of
the Commonwealth of Massachusetts.

_____ doing business as _____
(corporation, proprietorship, partnership)

to the TOWN OF ARLINGTON hereinafter called "Owner". Gentlemen:

A. The Bidder, in compliance with your invitation for bids for the Mill Brook Corridor and Wellington Park Revitalization Project, Arlington Massachusetts, having examined the plan and specifications with related documents and the site of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the written "Notice to Proceed" from the Owner, and to complete the work by June 28, 2019. The Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter that the works remains incomplete, as provided in the Instruction to Bidders, Modifications to General Conditions. Required completion dates are as follows:

B. Bidder acknowledges receipt of the following addendum:

_____ Dated _____
_____ Dated _____
_____ Dated _____

C. Bidder agrees to perform all work described in the specifications and shown on the drawings, for the following lump sum price of:

1. Total Proposed Base Bid Contract Price:

_____ Dollars (\$ _____)

2. Bid Deposit on total bid price, including alternates, in the sum of:

_____ Dollars (\$ _____) in

the form of _____ is submitted herewith in

accordance with the INSTRUCTION FOR BIDDERS and is to become property of the Owner in the event the Contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- 3. The Bid does not include premiums on Performance/Labor and Materials Bond. Cost of required Bond Premiums (for base bid and any and all alternates):

Bid Premiums Add \$_____

- 4. Alternates
This bid includes Alternates as follows:

ADD Alternate No. 1: Remove and demolish existing chain link fence in the location indicated on the plans

ADD Alternate No. 2: Clearing and grubbing of planted area indicated on the plans

ADD Alternate No. 1: _____dollars
and _____cents \$ { _____ }.

- 5. The Supplemental Unit Prices set forth herein shall be used to determine any equitable adjustment of the Contract in connection with the changes or extra work performed under this Contract as directed by the **Town of Arlington**.

It is mutually understood and agreed that such Supplemental Unit Prices include all items of costs, equipment, taxes and insurance of every kind, overhead, and profit for the **Contractor** and they shall be used uniformly, without modification for addition and deductions. Prices listed under ADDITIONS and DEDUCTIONS are to be the complete total price billed to and paid by the **Town of Arlington** therefor. There can be no more than fifteen (15) percent difference in price between the additions and deductions.

SUPPLEMENTAL UNIT PRICES FORM

ITEM DESCRIPTION	UNIT	ADDITIONS	Owner Approval
1. Loam Borrow	CY		
2. Seeding	SF		
3. No Mow Native Grass Seeding	SF		
4. Aggregate base installed, excluding excavation	CY		
5. Bituminous concrete pavement	SY		
6. CIP concrete pavement	CY		
7. Furnish and install new bench with back	EA		
8. Bituminous concrete removal, full depth	SY		
9. Tree removals	EA		

10. Clearing and grubbing	SY		
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- D. If the Bid is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the contract within the time stipulated by the Owner.
- E. The undersigned agrees that for extra work, if any, performed in accordance with the AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.
- F. Bidder understands that the Owner reserves the right to reject any and all bids.
- G. The undersigned hereby agrees that he will not withdraw the Bid within sixty (60) consecutive calendar days after the actual date of the opening of Bids and that, if the Owner accepts this Bid, the undersigned will duly execute and acknowledge the required Contract Bonds within 10 days after notification that the AGREEMENT is ready for signature.
- H. Should the undersigned fail to fulfill any of his agreements as here in before set forth, the Owner shall have the right to retain as liquidated damages the amount of the Bid security, which shall become the Owner/s property. If a bid was furnished as bid security, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.
- I. The Undersigned certifies under penalty of perjury that this Bid is in all respect bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the "person" shall men natural person, joint venture, partnership, corporation or other business or legal entity.
- J. The undersigned certifies that he is able to furnish labor that can work in harmony with all with all laws and regulations applicable to awards made subject forty-four A.
 1. Have been in business under the present name for____years.
 2. Ever failed to complete any work awarded? _____(Yes), _____(No). If yes, explain: _____
 3. Bank Reference: _____

K. The Bidder is required to state below all work he/she and his/her subcontractors (if subcontractors are to perform substantial portions of the work) has compete within the past 5 years of a similar character and value to that of the work included in the proposed Contract and to give references that will enable the Owners to judge the Bidder's experience, skill and business standing. The Bidder is required to list a minimum of 3 completed projects that are comparable in scope, complexity and value. For each project, include the name, location, type, date complete, construction value and owner contact.

(add supplementary page if necessary)

L. The Bidder is required to state below all construction projects he/she currently has under contract. For each project, include the name, location, type, scheduled completion date, construction value and owner contact.

M. The undersigned bidder hereby certifies that the tools and equipment required to meet the specified requirements of the Contract document, with special attention called to Section 31 00 00 Earthwork, will be utilized in the performance of the work.

N. The undersigned further certifies under the penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section 29F, or any other applicable debarment

provisions of any other chapter of the General Laws or any rule or regulation declared there under.

- O. The undersigned bidder hereby certifies he/she will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of the Contract, including compliance with Minority/Women Business Enterprise as required under these contract provisions. The contractor receiving the award of the Contract shall be required to obtain from each of its subcontractors a copy of its bidder's certification and submit it to the contracting agency prior to the award of such subcontract, regardless of tier, that it will comply with the minority workforce ratio and specific affirmative action steps contained in these EEO/AA contract provisions.

Date: _____

Name of General Bidder

By: _____

Name and Title of Person Signing Bond

Business Address

FORM A

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word 'person' shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Authorized Name

Authorized Signature

Date

Social Security Number or Federal Identification Number

Legal Name of Business Entity (Print or

Type) Address

City, State, Zip Code

Corporate Seal (If applicable)

FORM B

CERTIFICATE OF FOREIGN CORPORATION

The undersigned certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

Jurisdiction

The undersigned further certifies that it complies with the requirements of M.G.L, c. 30, sec. 39L and with the requirements of M.G.L, c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of Person Signing the Bid or Proposal

Date

Signature of Person Signing the Bid or Proposal

Date

Name of Business (Print or Type)

Corporate Seal (If applicable)

FORM D

BIDDER CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES

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

Date

Name of Person Signing the Bid or Proposal

Signature of Person Signing the Bid or Proposal Title

Name of Business (Print or Type)

Corporate Seal (If applicable)

FORM E

CERTIFICATION OF PAYMENT OF STATE TAXES

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

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

APPROVAL OF A CONTRACT OR ANY OTHER AGREEMENT WILL NOT BE GRANTED UNLESS THIS CERTIFCATION CLAUSE IS SIGNED BY AN AUTHORIZED CORPROATE OFFICER.

THE TAX PAYER IDENTIFICATION NUMBER WILL BE FURNISHED TO THE MASSACHUSETIS DPEARTMENT OF REVENUE TO DETERMINE IF TAX FILINGS AND/OR TAX PAYMENT OBLIGATIONS HAVE BEEN MET. PROVIDERS WHO FAIL TO CORRECT THIER NON-FILING AND/OR DELIQUENCY STATUS SHALL NOT HAVE A CONTRACT OR ANY OTHER AGREEMENT ISSUED, RENEWED OR EXTENDED

(Signature of Individual) Title

Social Security Number or Federal Identification Number

Corporate Name

Name of Person Signing the Proposal (Print or Type) Date

Legal Name of Business Entity (Print or

Type) Business Address

Corporate Seal (If applicable)

FORM F

CERTIFICATION OF AUTHORITY MEETING OF BOARD OF DIRECTORS

(Note: if business entity is a partnership or individual, all owners shall sign this form.)

At a meeting of the Directors of the _____ duly called and held at

(Corporation
)

_____ on the _____ day of _____, 20 _____,
(Location)

at which a quorum was present and acting, it was voted that _____, the
(Name)

_____ of this Corporation, is hereby authorized and empowered to
make, (Title/Position)

into, sign, seal and deliver on behalf of the Corporation a Contract for _____

with the _____, and the performance and
payment bonds each in the amount as specified by the Owner.

I hereby certify that the above is a true and correct copy of the record, that said vote
has not been amended or repealed and is in full force, and effect as of this date and
that

_____ is duly elected _____ of the corporation
(Name) (Title/Position)

Clerk or secretary of the Corporation

Date

(Note: If the Bidder is a corporation, affix corporate seal and give below the names of its
president, treasurer, and general manager, if any: if a partnership, give full names and
residential addresses of all partners; and if an individual, give residential address if different
from business address.)

the required names and addresses of all person interested in this proposal, as
Principals, are as follows:

**CONTRACT FOR MILL BROOK CORRIDOR & WELLINGTON PARK
REVITALIZATION PROJECT AGREEMENT**

THIS AGREEMENT, made as of this _____ day of _____, 20____, by and between the TOWN OF ARLINGTON, MASSACHUSETTS, acting through its TOWN

MANAGER, hereinafter called the 'Owner' and _____,,
(Name of Contractor)
of _____, country of _____ and
State of _____, hereinafter called the 'Contractor'.

WITNESSETH; That the Contractor and the Owner for the consideration hereinafter named agrees as follow:

1. SCOPE: The Contractor will furnish at his own proper cost and expense all materials, supplies, machinery, equipment, appliances, tools, superintendence, labor, insurance and other items and services necessary to complete the work as shown and described on the Contract Documents entitled "Mill Brook Corridor & Wellington Park Revitalization Project", Arlington, Massachusetts, hereinafter called the 'Project', prepared by Weston & Sampson, Inc. hereinafter called the 'Designer', 'Landscape Architect', or 'Owner's Representative'.

2. CONTRACT SUM: The owner agrees to pay the contractor, and the contractor agrees to accept in full consideration for the performance of the contract, subject to additions and deductions provided for in the contract documents, in current funds, the sum of dollars (\$), hereinafter called the 'Contract Sum' and to make payments on account thereof, as described below and elsewhere in the Contract Documents.

3. COMMENCEMENT OF WORK AND TIME OF COMPLETION: The contractor agrees to commence work on the contract within seven (7) calendar days from the receipt of written Notice to Proceed issued by the Owner and/or within fourteen (14) calendar days after execution of the contract Agreement and to thereafter diligently and continuously carry on the work. He agrees to complete the work on or before Friday, June 28, 2019, except as herein noted.

4. LIQUIDATED DAMAGES: The Contractor agrees to pay the Owner liquidated damages for failure to complete the Project in conformance with the time allowances as set forth above at the rate of \$100.00 per calendar day.

5. ALTERNATES: The following Alternates have been accepted and the Contract Sum stated in Paragraph 2 of this Agreement includes and is adjusted to reflect the total cost of each accepted alternate:

Alternate No.	Indicate Accepted or Rejected	Original Bid Value of Alternate
ADD Alt. No. 1	_____	_____
ADD Alt. No. 2	_____	_____

6. PAYMENTS TO CONTRACTOR: Payments shall be made in accordance with Chapter 30, Section 39K of the General Laws of the Commonwealth of Massachusetts, including all current amendments, generally as follows:

A. 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 Contractor to transfer title to the Owner, less (1) a retention based on its 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 Section 39F, and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. 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 price, 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 claim against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on the demands for same in accordance with the provisions of Section 39F, 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 Section 39F. If the Owner fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of five percent per annum 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.

B. 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 for such periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of Section 39G shall not apply to any contract for the construction, reconstruction, remodeling, repair or demolition of any public building to which this section applies.

7. PAYMENTS TO SUBCONTRACTORS: Payments shall be made in accordance with Chapter 30, Section 39F of the General Laws of the Commonwealth of Massachusetts, including all current amendments, generally as follows:
- A. Forthwith after the General Contractor receives payment on account of a period estimate, the General Contractor shall pay to each Subcontractor the amount paid for the labor performed and the materials furnished in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the General Contractor.
 - B. 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 General Contractor. The General 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 General Contractor.
 - C. Each payment made by the Owner to the General Contractor pursuant to subparagraphs (A) and (B) of this paragraph for the labor performed and the materials furnished by a Subcontractor shall be made to the General Contractor for the account of that Subcontractor: and the Owner shall take reasonable steps to compel the General Contractor to make each 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 General Contractor for payment to the Subcontractor as provided in subparagraphs (A) and (B), the Owner shall act upon demand as provided in this Section.
 - D. If, within seventy days after the Subcontractor has substantially completed

the Subcontract work, the Subcontractor has not received from the General Contractor the balance due under the Subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount retained by the 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 General Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the Subcontract and also a statement of the status of completion of the Subcontract work. Any demand made after Substantial Completion of the Subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the Subcontract work. Within ten days after the Subcontractor has delivered or so mailed the demand to the Owner and delivered or so mailed a copy to the General Contractor, the General Contractor may reply to the demand. The reply shall be 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 General Contractor and of the amount due for each claim made by the General Contractor against the Subcontractor.

- E. 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 Awarding Authority shall make direct payment to the Subcontractor of the balance due under the Subcontract, 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 General 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 in subparagraph (D); 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.
- F. The Owner shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (E) in an interest-bearing joint account in the names of the General Contractor and the Subcontractor in a bank in Massachusetts; selected by the Owner and agreed upon by the General Contractor and the Subcontractor and shall notify the General Contractor and the Subcontractor of the date of deposit and the bank receiving the deposit. The bank shall pay the amount on the account, including accrued interest, as provided in an agreement between the General Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.

- G. All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (F) shall be made out of amounts payable to the General Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts later become payable to the General Contractor and in order of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the Owner to the General Contractor to the extent of such payment.
- H. The Owner shall deduct from payments to a General Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (F), are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the General Contractor.
- I. On all contracts for building construction subject to the provisions of Sections 44A to 44L, inclusive, of Chapter 149, periodic payments for work performed by a Subcontractor shall be made to the General Contractor for payment to the Subcontractor and shall be paid to the Subcontractor forthwith after receipt thereof by the General Contractor and without any ten day waiting period as provided above, less any amount claimed by the General Contractor in a letter containing a breakdown of the claim and sent to the Subcontractor with such payment, provided that a General Contractor, who has received a periodic estimate for a periodic payment in proper form from a Subcontractor three days, Saturdays, Sundays and holidays excluded, before the due date of the General Contractor's periodic estimate for the same periodic payment period less any amount claimed by the General Contractor in a letter containing a breakdown of the claim and sent to the Subcontractor with such payment, even though the General Contractor does not submit a periodic estimate to the Owner for that payment period; and provided, further, that the Owner shall take all reasonable steps to compel the General Contractor to make payment to the Subcontractors as provided in this paragraph, and upon the written request of a Subcontractor setting forth the amount payable but not paid, a copy of which shall be sent to the General Contractor, shall make direct payment to a Subcontractor, as provided for above, which shall discharge the obligation of the Owner to the General Contractor to extent of any such payment.
- J. The Owner shall not include in any direct payment to a Subcontractor pursuant to this section any amount claimed from that Subcontractor by the General Contractor in a letter containing a breakdown of the claim and sent to the Owner within ten days after the receipt by the General Contractor of the copy of the request of the Subcontractor to the Owner for direct payment.

8. CONDITIONS OF EMPLOYMENT

- A. The schedule of Minimum Wage Rates and Health and Pension Fund Contributions as determined by the Commissioner under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 m 27D, inclusive, AS amended, is hereby made a part of this Agreement.
- B. The Contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wages paid to regular police officers in such city or town.
- C. No laborer, workman, mechanic, foreman or inspector working within the Commonwealth, in the employ of the Contractor, Subcontractor or any other person doing or contracting to do the whole or a part of the work contemplated by the Contract, shall be required or permitted to work more than eight hours in any one day or forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency.
- D. Every employee of the Contractor or any Subcontractor shall lodge, board and trade where and with whom he elects; and no person or his agents or employees shall be directly or indirectly required, as a condition of employment that the employee to lodge, board or trade at a particular place or with a particular person.

9. SUBCONTRACTORS

- A. The Contractor will employ the following Subcontractors on the work and will pay for the execution of his as defined in the Contract Documents; and subject to the additions and deductions provided in the subject to the additions and deductions provided in the Contract Documents, the sum shown opposite his name.

<u>Class Of Work</u>	<u>Subcontractor</u>	<u>Subcontractor Sum</u>

- B. The names of any additional Subcontractors whom the Contractor proposed to employ shall be submitted to the Designer for approval. No such Subcontractor shall be employed to whose standing or ability the Owner or the Designer has any reasonable objection.
10. **THE CONTRACT DOCUMENTS:** The General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, for the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated Drawings and Specifications titled: Mill Brook Corridor & Wellington Park Revitalization Project
11. **INCORPORATION OF STATUTES BY REFERENCE:** If statutes of the Commonwealth of Massachusetts in any way relating to the construction, alterations, repair and installation of public works, particularly with reference to labor and labor rates, they shall be strictly complied with by the Contractor and it is understood that all such statutes are incorporated by reference in this Contract.

12. It is expressly agreed that this Agreement is to be executed for and in behalf of the Owner by the members of its Board of Selectmen and any of its appoints and that such persons are acting in a representative capacity for and in behalf of Owner, and that such persons shall not incur any personal liability hereunder.

IN WITNESS whereof, inhabitants of the Town of Arlington and

have caused these presents to be executed by their

hereunto duly authorized the day and year first written.

TOWN OF ARLINGTON

Adam W. Chapdelaine, Town Manager

Certification:
I hereby Certify that an
appropriation in the amount
of the Contract is available.

Town Accountant

Contractor

By: .(Title)

Approved as to Matter of Form:

Town Counsel

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we

(Name of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called "Principal" and

(Surety)
of _____, State of _____, hereinafter called the
"Surety", are held and firmly bound into

THE TOWN OF ARLINGTON, MASSACHUSETTS
(Owner)

acting through its TOWN MANAGER

ARLINGTON, MASSACHUSETTS
(City and State)

hereinafter called "Owner", in the penal sum of
_____ Dollars (\$ _____) in lawful
money of the United states, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly
by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal
entered into a certain contract with the Owner, dated _____ day of
a copy of which is hereto attached and made a part hereof for the construction of

Arlington, Massachusetts

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its
duties, all the undertakings, covenants, terms, conditions, and agreements of said
contract during the original term thereof, and any extensions thereof which may be
granted by, the Owner, with or without notice to the Surety, and if he shall satisfy all
claims and demands incurred under such contract, and shall fully indemnify and save
harmless the Owner from all costs and damages which it may suffer by reason of
failure to do so, and shall reimburse and repay

the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same

shall in any way affect its obligation of this, Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

INWITNESS WHEREOF, the parties to these present have duly executed in this Bond on the day of _____

ATTEST:

Principal

By _____
Secretary

(Address - zip code)

Witness as to Principal

(Seal)

(Address - zip code)

ATTEST:

Surety

BY _____
(Surety)

Secretary

(Address-Zip Code)

Witness as to Surety

(Seal)

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF DOCUMENT

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LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we

(Name of Contractor)

a _____
(Corporation, Partnership of Individual)
hereinafter called "Principal" and

(Surety)

of _____, State of _____, hereinafter called the
"Surety", are held and firmly bound into

TOWN OF ARLINGTON, MASSACHUSETTS
(Owner)
acting through its TOWN MANAGER

ARLINGTON, MASSACHUSETTS
(City and State)

herein called "Owner", in the penal sum of

_____, Dollars (\$)) in
lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, our heirs, executors, administrators and successors, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that 'Whereas, the Principal
entered into a certain contract with the Owner, dated the day of _____,
a copy of which is hereto attached and made a part hereof for the construction of:

MILL BROOK CORRIDOR & WELLINGTON PARK REVITALIZATION
PROJECT IN ARLINGTON MASSACHUSETTS

NOW, THEREFORE, if the Principal shall promptly make payment to all persons,
firms, subcontractors, and corporations furnishing materials for or performing labor
in the prosecution of the work provided for in such contract, and any authorized
extension or modification thereof, including all amounts due for materials, lubricants,
oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or

used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the Same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the parties to these present have duly executed in this Bond on the day of _____,

ATTEST:

Principal

BY
Secretary

(Address - zip code)

Witness as to Principal

(Seal)

(Address - zip code)

ATTEST:

Surety

Secretary

(Address-Zip Code)

Witness as to Surety

(Seal)

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF DOCUMENT

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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.

=====

APPROVAL/DENIAL COMMENTS



**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**

CHARLES D. BAKER
Governor

ROSALIN ACOSTA
Secretary

KARYN E. POLITO
Lt. Governor

WILLIAM D MCKINNEY
Director

Awarding Authority: Town of Arlington
Contract Number: 19-08 **City/Town:** ARLINGTON
Description of Work: Mill Brook Corridor and Wellington Park Revitalization Project to include New Pathways and Boardwalk Systems, regrading, planting, hydroseeding and new site furnishings, fencing
Job Location: Grove St

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>	12/01/2018	\$34.35	\$11.91	\$12.70	\$0.00	\$58.96
	06/01/2019	\$35.35	\$11.91	\$12.70	\$0.00	\$59.96
	08/01/2019	\$35.35	\$12.41	\$12.70	\$0.00	\$60.46
	12/01/2019	\$35.35	\$12.41	\$13.72	\$0.00	\$61.48
	06/01/2020	\$36.25	\$12.41	\$13.72	\$0.00	\$62.38
	08/01/2020	\$36.25	\$12.91	\$13.72	\$0.00	\$62.88
	12/01/2020	\$36.25	\$12.91	\$14.82	\$0.00	\$63.98
	06/01/2021	\$37.05	\$12.91	\$14.82	\$0.00	\$64.78
	08/01/2021	\$37.05	\$13.41	\$14.82	\$0.00	\$65.28
	12/01/2021	\$37.05	\$13.41	\$16.01	\$0.00	\$66.47
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2018	\$34.42	\$11.91	\$12.70	\$0.00	\$59.03
	06/01/2019	\$35.42	\$11.91	\$12.70	\$0.00	\$60.03
	08/01/2019	\$35.42	\$12.41	\$12.70	\$0.00	\$60.53
	12/01/2019	\$35.42	\$12.41	\$13.72	\$0.00	\$61.55
	06/01/2020	\$36.32	\$12.41	\$13.72	\$0.00	\$62.45
	08/01/2020	\$36.32	\$12.91	\$13.72	\$0.00	\$62.95
	12/01/2020	\$36.32	\$12.91	\$14.82	\$0.00	\$64.05
	06/01/2021	\$37.12	\$12.91	\$14.82	\$0.00	\$64.85
	08/01/2021	\$37.12	\$13.41	\$14.82	\$0.00	\$65.35
	12/01/2021	\$37.12	\$13.41	\$16.01	\$0.00	\$66.54
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2018	\$34.54	\$11.91	\$12.70	\$0.00	\$59.15
	06/01/2019	\$35.54	\$11.91	\$12.70	\$0.00	\$60.15
	08/01/2019	\$35.54	\$12.41	\$12.70	\$0.00	\$60.65
	12/01/2019	\$35.54	\$12.41	\$13.72	\$0.00	\$61.67
	06/01/2020	\$36.44	\$12.41	\$13.72	\$0.00	\$62.57
	08/01/2020	\$36.44	\$12.91	\$13.72	\$0.00	\$63.07
	12/01/2020	\$36.44	\$12.91	\$14.82	\$0.00	\$64.17
	06/01/2021	\$37.24	\$12.91	\$14.82	\$0.00	\$64.97
	08/01/2021	\$37.24	\$13.41	\$14.82	\$0.00	\$65.47
	12/01/2021	\$37.24	\$13.41	\$16.01	\$0.00	\$66.66
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	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>	12/01/2018	\$39.40	\$7.85	\$15.35	\$0.00	\$62.60
	06/01/2019	\$40.40	\$7.85	\$15.35	\$0.00	\$63.60
	12/01/2019	\$41.40	\$7.85	\$15.35	\$0.00	\$64.60
	06/01/2020	\$42.39	\$7.85	\$15.35	\$0.00	\$65.59
	12/01/2020	\$43.37	\$7.85	\$15.35	\$0.00	\$66.57
	06/01/2021	\$44.39	\$7.85	\$15.35	\$0.00	\$67.59
	12/01/2021	\$45.40	\$7.85	\$15.35	\$0.00	\$68.60
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	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>	12/01/2018	\$38.90	\$7.85	\$15.35	\$0.00	\$62.10
	06/01/2019	\$39.90	\$7.85	\$15.35	\$0.00	\$63.10
	12/01/2019	\$40.90	\$7.85	\$15.35	\$0.00	\$64.10
	06/01/2020	\$41.89	\$7.85	\$15.35	\$0.00	\$65.09
	12/01/2020	\$42.87	\$7.85	\$15.35	\$0.00	\$66.07
	06/01/2021	\$43.89	\$7.85	\$15.35	\$0.00	\$67.09
	12/01/2021	\$44.90	\$7.85	\$15.35	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	12/01/2018	\$38.90	\$7.85	\$15.35	\$0.00	\$62.10
	06/01/2019	\$39.90	\$7.85	\$15.35	\$0.00	\$63.10
	12/01/2019	\$40.90	\$7.85	\$15.35	\$0.00	\$64.10
	06/01/2020	\$41.89	\$7.85	\$15.35	\$0.00	\$65.09
	12/01/2020	\$42.87	\$7.85	\$15.35	\$0.00	\$66.07
	06/01/2021	\$43.89	\$7.85	\$15.35	\$0.00	\$67.09
	12/01/2021	\$44.90	\$7.85	\$15.35	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	12/01/2018	\$39.40	\$7.85	\$15.35	\$0.00	\$62.60
	06/01/2019	\$40.40	\$7.85	\$15.35	\$0.00	\$63.60
	12/01/2019	\$41.40	\$7.85	\$15.35	\$0.00	\$64.60
	06/01/2020	\$42.39	\$7.85	\$15.35	\$0.00	\$65.59
	12/01/2020	\$43.37	\$7.85	\$15.35	\$0.00	\$66.57
	06/01/2021	\$44.39	\$7.85	\$15.35	\$0.00	\$67.59
	12/01/2021	\$45.40	\$7.85	\$15.35	\$0.00	\$68.60
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BOILER MAKER	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
<i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
2	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
3	70	\$31.30	\$7.07	\$12.40	\$0.00	\$50.77
4	75	\$33.53	\$7.07	\$13.30	\$0.00	\$53.90
5	80	\$35.77	\$7.07	\$14.18	\$0.00	\$57.02
6	85	\$38.00	\$7.07	\$15.07	\$0.00	\$60.14
7	90	\$40.24	\$7.07	\$15.95	\$0.00	\$63.26
8	95	\$42.47	\$7.07	\$16.84	\$0.00	\$66.38

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2018	\$52.91	\$10.75	\$20.66	\$0.00	\$84.32
<i>BRICKLAYERS LOCAL 3 (BOSTON)</i>	02/01/2019	\$53.55	\$10.75	\$20.66	\$0.00	\$84.96
	08/01/2019	\$54.90	\$10.75	\$20.80	\$0.00	\$86.45
	02/01/2020	\$55.54	\$10.75	\$20.80	\$0.00	\$87.09
	08/01/2020	\$56.89	\$10.75	\$20.95	\$0.00	\$88.59
	02/01/2021	\$57.53	\$10.75	\$20.95	\$0.00	\$89.23
	08/01/2021	\$58.93	\$10.75	\$21.11	\$0.00	\$90.79
	02/01/2022	\$59.52	\$10.75	\$21.11	\$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 - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.46	\$10.75	\$20.66	\$0.00	\$57.87
2	60	\$31.75	\$10.75	\$20.66	\$0.00	\$63.16
3	70	\$37.04	\$10.75	\$20.66	\$0.00	\$68.45
4	80	\$42.33	\$10.75	\$20.66	\$0.00	\$73.74
5	90	\$47.62	\$10.75	\$20.66	\$0.00	\$79.03

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.78	\$10.75	\$20.66	\$0.00	\$58.19
2	60	\$32.13	\$10.75	\$20.66	\$0.00	\$63.54
3	70	\$37.49	\$10.75	\$20.66	\$0.00	\$68.90
4	80	\$42.84	\$10.75	\$20.66	\$0.00	\$74.25
5	90	\$48.20	\$10.75	\$20.66	\$0.00	\$79.61

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	12/01/2018	\$39.75	\$7.85	\$15.55	\$0.00	\$63.15
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$40.75	\$7.85	\$15.55	\$0.00	\$64.15
	12/01/2019	\$41.75	\$7.85	\$15.55	\$0.00	\$65.15
	06/01/2020	\$42.74	\$7.85	\$15.55	\$0.00	\$66.14
	12/01/2020	\$43.72	\$7.85	\$15.55	\$0.00	\$67.12
	06/01/2021	\$44.74	\$7.85	\$15.55	\$0.00	\$68.14
	12/01/2021	\$45.75	\$7.85	\$15.55	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$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>	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2018	\$38.90	\$7.85	\$15.35	\$0.00	\$62.10
	06/01/2019	\$39.90	\$7.85	\$15.35	\$0.00	\$63.10
	12/01/2019	\$40.90	\$7.85	\$15.35	\$0.00	\$64.10
	06/01/2020	\$41.89	\$7.85	\$15.35	\$0.00	\$65.09
	12/01/2020	\$42.87	\$7.85	\$15.35	\$0.00	\$66.07
	06/01/2021	\$43.89	\$7.85	\$15.35	\$0.00	\$67.09
	12/01/2021	\$44.90	\$7.85	\$15.35	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	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

Apprentice - CARPENTER - Zone 2 Eastern MA

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

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$9.90	\$1.73	\$0.00	\$32.81
2	60	\$25.41	\$9.90	\$1.73	\$0.00	\$37.04
3	70	\$29.65	\$9.90	\$12.31	\$0.00	\$51.86
4	75	\$31.76	\$9.90	\$12.31	\$0.00	\$53.97
5	80	\$33.88	\$9.90	\$14.04	\$0.00	\$57.82
6	80	\$33.88	\$9.90	\$14.04	\$0.00	\$57.82
7	90	\$38.12	\$9.90	\$15.77	\$0.00	\$63.79
8	90	\$38.12	\$9.90	\$15.77	\$0.00	\$63.79

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.22/ 3&4 \$36.03/ 5&6 \$52.86/ 7&8 \$58.73

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER WOOD FRAME	10/01/2018	\$27.09	\$7.07	\$7.86	\$0.00	\$42.02
<i>CARPENTERS -ZONE 2 (Wood Frame)</i>	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

All Aspects of New Wood Frame Work - As of 9/1/09 Carpentry work on wood-frame WEATHERIZATION projects shall be paid the WOOD FRAME CARPENTER rate.

Apprentice - CARPENTER (Wood Frame) - Zone 2

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

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
2	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
3	65	\$17.89	\$7.07	\$7.86	\$0.00	\$32.82
4	70	\$19.26	\$7.07	\$7.86	\$0.00	\$34.19
5	75	\$20.64	\$7.07	\$7.86	\$0.00	\$35.57
6	80	\$22.02	\$7.07	\$7.86	\$0.00	\$36.95
7	85	\$23.39	\$7.07	\$7.86	\$0.00	\$38.32
8	90	\$24.77	\$7.07	\$7.86	\$0.00	\$39.70

Notes:
 % Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$19.26/ 3&4 \$26.72/ 5&6 \$33.89/ 7&8 \$36.60

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	01/01/2019	\$47.50	\$12.50	\$22.41	\$0.30	\$82.71
<i>BRICKLAYERS LOCAL 3 (BOSTON)</i>	07/01/2019	\$48.24	\$12.50	\$22.41	\$0.30	\$83.45
	01/01/2020	\$49.64	\$12.50	\$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 - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.75	\$12.50	\$15.41	\$0.00	\$51.66
2	60	\$28.50	\$12.50	\$17.41	\$0.30	\$58.71
3	65	\$30.88	\$12.50	\$18.41	\$0.30	\$62.09
4	70	\$33.25	\$12.50	\$19.41	\$0.30	\$65.46
5	75	\$35.63	\$12.50	\$20.41	\$0.30	\$68.84
6	80	\$38.00	\$12.50	\$21.41	\$0.30	\$72.21
7	90	\$42.75	\$12.50	\$22.41	\$0.30	\$77.96

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.12	\$12.50	\$15.41	\$0.00	\$52.03
2	60	\$28.94	\$12.50	\$17.41	\$0.30	\$59.15
3	65	\$31.36	\$12.50	\$18.41	\$0.30	\$62.57
4	70	\$33.77	\$12.50	\$19.41	\$0.30	\$65.98
5	75	\$36.18	\$12.50	\$20.41	\$0.30	\$69.39
6	80	\$38.59	\$12.50	\$21.41	\$0.30	\$72.80
7	90	\$43.42	\$12.50	\$22.41	\$0.30	\$78.63

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	12/01/2018	\$38.90	\$7.85	\$15.35	\$0.00	\$62.10
LABORERS - ZONE 1	06/01/2019	\$39.90	\$7.85	\$15.35	\$0.00	\$63.10
	12/01/2019	\$40.90	\$7.85	\$15.35	\$0.00	\$64.10
	06/01/2020	\$41.89	\$7.85	\$15.35	\$0.00	\$65.09
	12/01/2020	\$42.87	\$7.85	\$15.35	\$0.00	\$66.07
	06/01/2021	\$43.89	\$7.85	\$15.35	\$0.00	\$67.09
	12/01/2021	\$44.90	\$7.85	\$15.35	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2018	\$48.58	\$11.50	\$15.60	\$0.00	\$75.68
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$49.68	\$11.50	\$15.60	\$0.00	\$76.78
	12/01/2019	\$50.83	\$11.50	\$15.60	\$0.00	\$77.93
	06/01/2020	\$51.93	\$11.50	\$15.60	\$0.00	\$79.03
	12/01/2020	\$53.08	\$11.50	\$15.60	\$0.00	\$80.18
	06/01/2021	\$54.18	\$11.50	\$15.60	\$0.00	\$81.28
	12/01/2021	\$55.33	\$11.50	\$15.60	\$0.00	\$82.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	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 - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$8.15	\$0.00	\$0.00	\$33.33
2	55	\$27.70	\$8.15	\$5.64	\$0.00	\$41.49
3	60	\$30.22	\$8.15	\$6.15	\$0.00	\$44.52
4	65	\$32.73	\$8.15	\$6.66	\$0.00	\$47.54
5	70	\$35.25	\$8.15	\$17.78	\$0.00	\$61.18
6	75	\$37.77	\$8.15	\$18.29	\$0.00	\$64.21
7	80	\$40.29	\$8.15	\$18.80	\$0.00	\$67.24
8	90	\$45.32	\$8.15	\$19.83	\$0.00	\$73.30

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.73	\$8.15	\$0.00	\$0.00	\$33.88
2	55	\$28.30	\$8.15	\$5.64	\$0.00	\$42.09
3	60	\$30.88	\$8.15	\$6.15	\$0.00	\$45.18
4	65	\$33.45	\$8.15	\$6.66	\$0.00	\$48.26
5	70	\$36.02	\$8.15	\$17.78	\$0.00	\$61.95
6	75	\$38.60	\$8.15	\$18.29	\$0.00	\$65.04
7	80	\$41.17	\$8.15	\$18.80	\$0.00	\$68.12
8	90	\$46.31	\$8.15	\$19.83	\$0.00	\$74.29

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN <i>LABORERS - ZONE 1</i>	12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
	06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2018	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	06/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
	12/01/2019	\$41.80	\$7.85	\$15.35	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 1</i>	12/01/2018	\$39.55	\$7.85	\$15.35	\$0.00	\$62.75
	06/01/2019	\$40.55	\$7.85	\$15.35	\$0.00	\$63.75
	12/01/2019	\$41.55	\$7.85	\$15.35	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 1</i>	12/01/2018	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	06/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
	12/01/2019	\$41.80	\$7.85	\$15.35	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2018	\$39.55	\$7.85	\$15.35	\$0.00	\$62.75
	06/01/2019	\$40.55	\$7.85	\$15.35	\$0.00	\$63.75
	12/01/2019	\$41.55	\$7.85	\$15.35	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 1</i>	12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
	06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	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>	08/01/2018	\$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>	08/01/2018	\$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>	08/01/2018	\$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>	09/01/2018	\$50.62	\$13.00	\$18.37	\$0.00	\$81.99
	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2018	\$50.62	\$13.00	\$18.37	\$0.00	\$81.99
	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98

Apprentice - ELECTRICIAN - Local 103

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.25	\$13.00	\$0.61	\$0.00	\$33.86
2	40	\$20.25	\$13.00	\$0.61	\$0.00	\$33.86
3	45	\$22.78	\$13.00	\$13.97	\$0.00	\$49.75
4	45	\$22.78	\$13.00	\$13.97	\$0.00	\$49.75
5	50	\$25.31	\$13.00	\$14.38	\$0.00	\$52.69
6	55	\$27.84	\$13.00	\$14.78	\$0.00	\$55.62
7	60	\$30.37	\$13.00	\$15.17	\$0.00	\$58.54
8	65	\$32.90	\$13.00	\$15.58	\$0.00	\$61.48
9	70	\$35.43	\$13.00	\$15.97	\$0.00	\$64.40
10	75	\$37.97	\$13.00	\$16.37	\$0.00	\$67.34

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
2	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
3	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
4	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
5	50	\$25.55	\$13.00	\$14.76	\$0.00	\$53.31
6	55	\$28.11	\$13.00	\$15.17	\$0.00	\$56.28
7	60	\$30.66	\$13.00	\$15.58	\$0.00	\$59.24
8	65	\$33.22	\$13.00	\$16.00	\$0.00	\$62.22
9	70	\$35.77	\$13.00	\$16.40	\$0.00	\$65.17
10	75	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

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

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
ELEVATOR CONSTRUCTORS LOCAL 4	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 - 01/01/2019

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

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.71	\$15.73	\$0.00	\$0.00	\$46.44
2	55	\$33.78	\$15.73	\$18.41	\$0.00	\$67.92
3	65	\$39.92	\$15.73	\$18.41	\$0.00	\$74.06
4	70	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
5	80	\$49.14	\$15.73	\$18.41	\$0.00	\$83.28

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>	01/01/2019	\$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>	12/01/2018	\$38.90	\$7.85	\$15.35	\$0.00	\$62.10
	06/01/2019	\$39.90	\$7.85	\$15.35	\$0.00	\$63.10
	12/01/2019	\$40.90	\$7.85	\$15.35	\$0.00	\$64.10
	06/01/2020	\$41.89	\$7.85	\$15.35	\$0.00	\$65.09
	12/01/2020	\$42.87	\$7.85	\$15.35	\$0.00	\$66.07
	06/01/2021	\$43.89	\$7.85	\$15.35	\$0.00	\$67.09
	12/01/2021	\$44.90	\$7.85	\$15.35	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2018	\$43.19	\$11.00	\$15.50	\$0.00	\$69.69
	05/01/2019	\$44.33	\$11.00	\$15.50	\$0.00	\$70.83
	11/01/2019	\$45.33	\$11.00	\$15.50	\$0.00	\$71.83
	05/01/2020	\$46.48	\$11.00	\$15.50	\$0.00	\$72.98
	11/01/2020	\$47.48	\$11.00	\$15.50	\$0.00	\$73.98
	05/01/2021	\$48.68	\$11.00	\$15.50	\$0.00	\$75.18
	11/01/2021	\$49.63	\$11.00	\$15.50	\$0.00	\$76.13
	05/01/2022	\$50.78	\$11.00	\$15.50	\$0.00	\$77.28

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2018	\$44.67	\$11.00	\$15.50	\$0.00	\$71.17
	05/01/2019	\$45.82	\$11.00	\$15.50	\$0.00	\$72.32
	11/01/2019	\$46.83	\$11.00	\$15.50	\$0.00	\$73.33
	05/01/2020	\$47.98	\$11.00	\$15.50	\$0.00	\$74.48
	11/01/2020	\$48.99	\$11.00	\$15.50	\$0.00	\$75.49
	05/01/2021	\$50.15	\$11.00	\$15.50	\$0.00	\$76.65
	11/01/2021	\$51.16	\$11.00	\$15.50	\$0.00	\$77.66
	05/01/2022	\$52.32	\$11.00	\$15.50	\$0.00	\$78.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2018	\$22.45	\$11.00	\$15.50	\$0.00	\$48.95
	05/01/2019	\$23.13	\$11.00	\$15.50	\$0.00	\$49.63
	11/01/2019	\$23.72	\$11.00	\$15.50	\$0.00	\$50.22
	05/01/2020	\$24.39	\$11.00	\$15.50	\$0.00	\$50.89
	11/01/2020	\$24.98	\$11.00	\$15.50	\$0.00	\$51.48
	05/01/2021	\$25.66	\$11.00	\$15.50	\$0.00	\$52.16
	11/01/2021	\$26.26	\$11.00	\$15.50	\$0.00	\$52.76
	05/01/2022	\$26.93	\$11.00	\$15.50	\$0.00	\$53.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	09/01/2018	\$50.62	\$13.00	\$18.37	\$0.00	\$81.99
	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 103</i>	09/01/2018	\$37.97	\$13.00	\$16.35	\$0.00	\$67.32
	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$39.13	\$11.50	\$15.60	\$0.00	\$66.23
	06/01/2019	\$40.04	\$11.50	\$15.60	\$0.00	\$67.14
	12/01/2019	\$40.99	\$11.50	\$15.60	\$0.00	\$68.09
	06/01/2020	\$41.90	\$11.50	\$15.60	\$0.00	\$69.00
	12/01/2020	\$42.85	\$11.50	\$15.60	\$0.00	\$69.95
	06/01/2021	\$43.76	\$11.50	\$15.60	\$0.00	\$70.86
	12/01/2021	\$44.71	\$11.50	\$15.60	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	12/01/2018	\$22.50	\$7.85	\$15.35	\$0.00	\$45.70
	06/01/2019	\$22.50	\$7.85	\$15.35	\$0.00	\$45.70
	12/01/2019	\$23.50	\$7.85	\$15.35	\$0.00	\$46.70
	06/01/2020	\$23.50	\$7.85	\$15.35	\$0.00	\$46.70
	12/01/2020	\$24.50	\$7.85	\$15.35	\$0.00	\$47.70
	06/01/2021	\$24.50	\$7.85	\$15.35	\$0.00	\$47.70
	12/01/2021	\$24.50	\$7.85	\$15.35	\$0.00	\$47.70
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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

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>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	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 - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.93	\$8.15	\$0.00	\$0.00	\$28.08
2	55	\$21.92	\$8.15	\$5.64	\$0.00	\$35.71
3	60	\$23.92	\$8.15	\$6.15	\$0.00	\$38.22
4	65	\$25.91	\$8.15	\$6.66	\$0.00	\$40.72
5	70	\$27.90	\$8.15	\$17.78	\$0.00	\$53.83
6	75	\$29.90	\$8.15	\$18.29	\$0.00	\$56.34
7	80	\$31.89	\$8.15	\$18.80	\$0.00	\$58.84
8	90	\$35.87	\$8.15	\$19.83	\$0.00	\$63.85

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.48	\$8.15	\$0.00	\$0.00	\$28.63
2	55	\$22.53	\$8.15	\$5.64	\$0.00	\$36.32
3	60	\$24.58	\$8.15	\$6.15	\$0.00	\$38.88
4	65	\$26.62	\$8.15	\$6.66	\$0.00	\$41.43
5	70	\$28.67	\$8.15	\$17.78	\$0.00	\$54.60
6	75	\$30.72	\$8.15	\$18.29	\$0.00	\$57.16
7	80	\$32.77	\$8.15	\$18.80	\$0.00	\$59.72
8	90	\$36.86	\$8.15	\$19.83	\$0.00	\$64.84

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.17	\$11.50	\$0.00	\$0.00	\$37.67
2	60	\$28.55	\$11.50	\$15.60	\$0.00	\$55.65
3	65	\$30.93	\$11.50	\$15.60	\$0.00	\$58.03
4	70	\$33.31	\$11.50	\$15.60	\$0.00	\$60.41
5	75	\$35.69	\$11.50	\$15.60	\$0.00	\$62.79
6	80	\$38.06	\$11.50	\$15.60	\$0.00	\$65.16
7	85	\$40.44	\$11.50	\$15.60	\$0.00	\$67.54
8	90	\$42.82	\$11.50	\$15.60	\$0.00	\$69.92

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.77	\$11.50	\$0.00	\$0.00	\$38.27
2	60	\$29.21	\$11.50	\$15.60	\$0.00	\$56.31
3	65	\$31.64	\$11.50	\$15.60	\$0.00	\$58.74
4	70	\$34.08	\$11.50	\$15.60	\$0.00	\$61.18
5	75	\$36.51	\$11.50	\$15.60	\$0.00	\$63.61
6	80	\$38.94	\$11.50	\$15.60	\$0.00	\$66.04
7	85	\$41.38	\$11.50	\$15.60	\$0.00	\$68.48
8	90	\$43.81	\$11.50	\$15.60	\$0.00	\$70.91

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	09/01/2018	\$50.62	\$13.00	\$18.37	\$0.00	\$81.99
	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98

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	09/01/2018	\$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	09/01/2018	\$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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	12/01/2018	\$39.40	\$7.85	\$15.35	\$0.00	\$62.60
	06/01/2019	\$40.40	\$7.85	\$15.35	\$0.00	\$63.60
	12/01/2019	\$41.40	\$7.85	\$15.35	\$0.00	\$64.60
	06/01/2020	\$42.39	\$7.85	\$15.35	\$0.00	\$65.59
	12/01/2020	\$43.37	\$7.85	\$15.35	\$0.00	\$66.57
	06/01/2021	\$44.39	\$7.85	\$15.35	\$0.00	\$67.59
	12/01/2021	\$45.40	\$7.85	\$15.35	\$0.00	\$68.60
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	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 - 09/01/2018

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

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.92	\$11.75	\$10.45	\$0.00	\$48.12
2	60	\$31.10	\$11.75	\$11.20	\$0.00	\$54.05
3	70	\$36.29	\$11.75	\$11.95	\$0.00	\$59.99
4	80	\$41.47	\$11.75	\$12.70	\$0.00	\$65.92

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (BOSTON AREA)</i>	09/16/2018	\$46.07	\$8.00	\$22.85	\$0.00	\$76.92
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 09/16/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.64	\$8.00	\$22.85	\$0.00	\$58.49
2	70	\$32.25	\$8.00	\$22.85	\$0.00	\$63.10
3	75	\$34.55	\$8.00	\$22.85	\$0.00	\$65.40
4	80	\$36.86	\$8.00	\$22.85	\$0.00	\$67.71
5	85	\$39.16	\$8.00	\$22.85	\$0.00	\$70.01
6	90	\$41.46	\$8.00	\$22.85	\$0.00	\$72.31

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 1	12/01/2018	\$38.90	\$7.85	\$15.35	\$0.00	\$62.10
	06/01/2019	\$39.90	\$7.85	\$15.35	\$0.00	\$63.10
	12/01/2019	\$40.90	\$7.85	\$15.35	\$0.00	\$64.10
	06/01/2020	\$41.89	\$7.85	\$15.35	\$0.00	\$65.09
	12/01/2020	\$42.87	\$7.85	\$15.35	\$0.00	\$66.07
	06/01/2021	\$43.89	\$7.85	\$15.35	\$0.00	\$67.09
	12/01/2021	\$44.90	\$7.85	\$15.35	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 1	12/01/2018	\$38.65	\$7.85	\$15.35	\$0.00	\$61.85
	06/01/2019	\$39.65	\$7.85	\$15.35	\$0.00	\$62.85
	12/01/2019	\$40.65	\$7.85	\$15.35	\$0.00	\$63.85
	06/01/2020	\$41.64	\$7.85	\$15.35	\$0.00	\$64.84
	12/01/2020	\$42.62	\$7.85	\$15.35	\$0.00	\$65.82
	06/01/2021	\$43.64	\$7.85	\$15.35	\$0.00	\$66.84
	12/01/2021	\$44.65	\$7.85	\$15.35	\$0.00	\$67.85

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 1

Effective Date - 12/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.19	\$7.85	\$15.35	\$0.00	\$46.39
2	70	\$27.06	\$7.85	\$15.35	\$0.00	\$50.26
3	80	\$30.92	\$7.85	\$15.35	\$0.00	\$54.12
4	90	\$34.79	\$7.85	\$15.35	\$0.00	\$57.99

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.79	\$7.85	\$15.35	\$0.00	\$46.99
2	70	\$27.76	\$7.85	\$15.35	\$0.00	\$50.96
3	80	\$31.72	\$7.85	\$15.35	\$0.00	\$54.92
4	90	\$35.69	\$7.85	\$15.35	\$0.00	\$58.89

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 1	12/01/2018	\$38.65	\$7.85	\$15.35	\$0.00	\$61.85
	06/01/2019	\$39.65	\$7.85	\$15.35	\$0.00	\$62.85
	12/01/2019	\$40.65	\$7.85	\$15.35	\$0.00	\$63.85
	06/01/2020	\$41.64	\$7.85	\$15.35	\$0.00	\$64.84
	12/01/2020	\$42.62	\$7.85	\$15.35	\$0.00	\$65.82
	06/01/2021	\$43.64	\$7.85	\$15.35	\$0.00	\$66.84
	12/01/2021	\$44.65	\$7.85	\$15.35	\$0.00	\$67.85

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 1	12/01/2018	\$38.65	\$7.85	\$15.35	\$0.00	\$61.85
	06/01/2019	\$39.65	\$7.85	\$15.35	\$0.00	\$62.85
	12/01/2019	\$40.65	\$7.85	\$15.35	\$0.00	\$63.85
	06/01/2020	\$41.64	\$7.85	\$15.35	\$0.00	\$64.84
	12/01/2020	\$42.62	\$7.85	\$15.35	\$0.00	\$65.82
	06/01/2021	\$43.64	\$7.85	\$15.35	\$0.00	\$66.84
	12/01/2021	\$44.65	\$7.85	\$15.35	\$0.00	\$67.85

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 1	12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
	06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	12/01/2018	\$38.90	\$7.85	\$15.35	\$0.00	\$62.10
	06/01/2019	\$39.90	\$7.85	\$15.35	\$0.00	\$63.10
	12/01/2019	\$40.90	\$7.85	\$15.35	\$0.00	\$64.10
	06/01/2020	\$41.89	\$7.85	\$15.35	\$0.00	\$65.09
	12/01/2020	\$42.87	\$7.85	\$15.35	\$0.00	\$66.07
	06/01/2021	\$43.89	\$7.85	\$15.35	\$0.00	\$67.09
	12/01/2021	\$44.90	\$7.85	\$15.35	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	12/01/2018	\$38.65	\$7.85	\$15.35	\$0.00	\$61.85
	06/01/2019	\$39.65	\$7.85	\$15.35	\$0.00	\$62.85
	12/01/2019	\$40.65	\$7.85	\$15.35	\$0.00	\$63.85
	06/01/2020	\$41.64	\$7.85	\$15.35	\$0.00	\$64.84
	12/01/2020	\$42.62	\$7.85	\$15.35	\$0.00	\$65.82
	06/01/2021	\$43.64	\$7.85	\$15.35	\$0.00	\$66.84
	12/01/2021	\$44.65	\$7.85	\$15.35	\$0.00	\$67.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	12/01/2018	\$38.65	\$7.85	\$15.35	\$0.00	\$61.85
	06/01/2019	\$39.65	\$7.85	\$15.35	\$0.00	\$62.85
	12/01/2019	\$40.65	\$7.85	\$15.35	\$0.00	\$63.85
	06/01/2020	\$41.64	\$7.85	\$15.35	\$0.00	\$64.84
	12/01/2020	\$42.62	\$7.85	\$15.35	\$0.00	\$65.82
	06/01/2021	\$43.64	\$7.85	\$15.35	\$0.00	\$66.84
	12/01/2021	\$44.65	\$7.85	\$15.35	\$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"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2018	\$38.90	\$7.85	\$15.35	\$0.00	\$62.10
	06/01/2019	\$39.90	\$7.85	\$15.35	\$0.00	\$63.10
	12/01/2019	\$40.90	\$7.85	\$15.35	\$0.00	\$64.10
	06/01/2020	\$41.89	\$7.85	\$15.35	\$0.00	\$65.09
	12/01/2020	\$42.87	\$7.85	\$15.35	\$0.00	\$66.07
	06/01/2021	\$43.89	\$7.85	\$15.35	\$0.00	\$67.09
	12/01/2021	\$44.90	\$7.85	\$15.35	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2018	\$40.40	\$10.75	\$18.97	\$0.00	\$70.12
	02/01/2019	\$40.91	\$10.75	\$18.97	\$0.00	\$70.63
	08/01/2019	\$41.99	\$10.75	\$19.11	\$0.00	\$71.85
	02/01/2020	\$42.50	\$10.75	\$19.11	\$0.00	\$72.36
	08/01/2020	\$43.58	\$10.75	\$19.26	\$0.00	\$73.59
	02/01/2021	\$44.09	\$10.75	\$19.26	\$0.00	\$74.10
	08/01/2021	\$45.21	\$10.75	\$19.42	\$0.00	\$75.38
	02/01/2022	\$45.68	\$10.75	\$19.42	\$0.00	\$75.85

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.20	\$10.75	\$18.97	\$0.00	\$49.92
2	60	\$24.24	\$10.75	\$18.97	\$0.00	\$53.96
3	70	\$28.28	\$10.75	\$18.97	\$0.00	\$58.00
4	80	\$32.32	\$10.75	\$18.97	\$0.00	\$62.04
5	90	\$36.36	\$10.75	\$18.97	\$0.00	\$66.08

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$10.75	\$18.97	\$0.00	\$50.18
2	60	\$24.55	\$10.75	\$18.97	\$0.00	\$54.27
3	70	\$28.64	\$10.75	\$18.97	\$0.00	\$58.36
4	80	\$32.73	\$10.75	\$18.97	\$0.00	\$62.45
5	90	\$36.82	\$10.75	\$18.97	\$0.00	\$66.54

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	08/01/2018	\$52.95	\$10.75	\$20.66	\$0.00	\$84.36
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2019	\$53.57	\$10.75	\$20.66	\$0.00	\$84.98
	08/01/2019	\$54.92	\$10.75	\$20.80	\$0.00	\$86.47
	02/01/2020	\$55.55	\$10.75	\$20.80	\$0.00	\$87.10
	08/01/2020	\$56.90	\$10.75	\$20.95	\$0.00	\$88.60
	02/01/2021	\$57.54	\$10.75	\$20.95	\$0.00	\$89.24
	08/01/2021	\$58.94	\$10.75	\$21.11	\$0.00	\$90.80
	02/01/2022	\$59.51	\$10.75	\$21.11	\$0.00	\$91.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.48	\$10.75	\$20.66	\$0.00	\$57.89
2	60	\$31.77	\$10.75	\$20.66	\$0.00	\$63.18
3	70	\$37.07	\$10.75	\$20.66	\$0.00	\$68.48
4	80	\$42.36	\$10.75	\$20.66	\$0.00	\$73.77
5	90	\$47.66	\$10.75	\$20.66	\$0.00	\$79.07

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.79	\$10.75	\$20.66	\$0.00	\$58.20
2	60	\$32.14	\$10.75	\$20.66	\$0.00	\$63.55
3	70	\$37.50	\$10.75	\$20.66	\$0.00	\$68.91
4	80	\$42.86	\$10.75	\$20.66	\$0.00	\$74.27
5	90	\$48.21	\$10.75	\$20.66	\$0.00	\$79.62

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 1) <i>MILLWRIGHTS LOCAL 1121 - Zone 1</i>	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 - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.73	\$9.90	\$5.31	\$0.00	\$37.94
2	65	\$26.86	\$9.90	\$15.13	\$0.00	\$51.89
3	75	\$30.99	\$9.90	\$16.10	\$0.00	\$56.99
4	85	\$35.12	\$9.90	\$17.06	\$0.00	\$62.08

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.22	\$9.90	\$5.31	\$0.00	\$38.43
2	65	\$27.44	\$9.90	\$15.13	\$0.00	\$52.47
3	75	\$31.67	\$9.90	\$16.10	\$0.00	\$57.67
4	85	\$35.89	\$9.90	\$17.06	\$0.00	\$62.85

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER LABORERS - ZONE 1	12/01/2018	\$38.90	\$7.85	\$15.35	\$0.00	\$62.10
	06/01/2019	\$39.90	\$7.85	\$15.35	\$0.00	\$63.10
	12/01/2019	\$40.90	\$7.85	\$15.35	\$0.00	\$64.10
	06/01/2020	\$41.89	\$7.85	\$15.35	\$0.00	\$65.09
	12/01/2020	\$42.87	\$7.85	\$15.35	\$0.00	\$66.07
	06/01/2021	\$43.89	\$7.85	\$15.35	\$0.00	\$67.09
	12/01/2021	\$44.90	\$7.85	\$15.35	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2018	\$23.06	\$11.50	\$15.60	\$0.00	\$50.16
	06/01/2019	\$23.61	\$11.50	\$15.60	\$0.00	\$50.71
	12/01/2019	\$24.18	\$11.50	\$15.60	\$0.00	\$51.28
	06/01/2020	\$24.73	\$11.50	\$15.60	\$0.00	\$51.83
	12/01/2020	\$25.30	\$11.50	\$15.60	\$0.00	\$52.40
	06/01/2021	\$25.85	\$11.50	\$15.60	\$0.00	\$52.95
	12/01/2021	\$26.43	\$11.50	\$15.60	\$0.00	\$53.53

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2018	\$27.42	\$11.50	\$15.60	\$0.00	\$54.52
	06/01/2019	\$28.07	\$11.50	\$15.60	\$0.00	\$55.17
	12/01/2019	\$28.74	\$11.50	\$15.60	\$0.00	\$55.84
	06/01/2020	\$29.39	\$11.50	\$15.60	\$0.00	\$56.49
	12/01/2020	\$30.07	\$11.50	\$15.60	\$0.00	\$57.17
	06/01/2021	\$30.71	\$11.50	\$15.60	\$0.00	\$57.81
	12/01/2021	\$31.39	\$11.50	\$15.60	\$0.00	\$58.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	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 - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$8.15	\$0.00	\$0.00	\$33.33
2	55	\$27.70	\$8.15	\$5.64	\$0.00	\$41.49
3	60	\$30.22	\$8.15	\$6.15	\$0.00	\$44.52
4	65	\$32.73	\$8.15	\$6.66	\$0.00	\$47.54
5	70	\$35.25	\$8.15	\$17.78	\$0.00	\$61.18
6	75	\$37.77	\$8.15	\$18.29	\$0.00	\$64.21
7	80	\$40.29	\$8.15	\$18.80	\$0.00	\$67.24
8	90	\$45.32	\$8.15	\$19.83	\$0.00	\$73.30

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.73	\$8.15	\$0.00	\$0.00	\$33.88
2	55	\$28.30	\$8.15	\$5.64	\$0.00	\$42.09
3	60	\$30.88	\$8.15	\$6.15	\$0.00	\$45.18
4	65	\$33.45	\$8.15	\$6.66	\$0.00	\$48.26
5	70	\$36.02	\$8.15	\$17.78	\$0.00	\$61.95
6	75	\$38.60	\$8.15	\$18.29	\$0.00	\$65.04
7	80	\$41.17	\$8.15	\$18.80	\$0.00	\$68.12
8	90	\$46.31	\$8.15	\$19.83	\$0.00	\$74.29

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.63	\$8.15	\$0.00	\$0.00	\$28.78
2	55	\$22.69	\$8.15	\$5.64	\$0.00	\$36.48
3	60	\$24.76	\$8.15	\$6.15	\$0.00	\$39.06
4	65	\$26.82	\$8.15	\$6.66	\$0.00	\$41.63
5	70	\$28.88	\$8.15	\$17.78	\$0.00	\$54.81
6	75	\$30.95	\$8.15	\$18.29	\$0.00	\$57.39
7	80	\$33.01	\$8.15	\$18.80	\$0.00	\$59.96
8	90	\$37.13	\$8.15	\$19.83	\$0.00	\$65.11

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$8.15	\$0.00	\$0.00	\$29.33
2	55	\$23.30	\$8.15	\$5.64	\$0.00	\$37.09
3	60	\$25.42	\$8.15	\$6.15	\$0.00	\$39.72
4	65	\$27.53	\$8.15	\$6.66	\$0.00	\$42.34
5	70	\$29.65	\$8.15	\$17.78	\$0.00	\$55.58
6	75	\$31.77	\$8.15	\$18.29	\$0.00	\$58.21
7	80	\$33.89	\$8.15	\$18.80	\$0.00	\$60.84
8	90	\$38.12	\$8.15	\$19.83	\$0.00	\$66.10

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2019	\$39.32	\$8.15	\$20.85	\$0.00	\$68.32
PAINTERS LOCAL 35 - ZONE 2	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 - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.66	\$8.15	\$0.00	\$0.00	\$27.81
2	55	\$21.63	\$8.15	\$5.64	\$0.00	\$35.42
3	60	\$23.59	\$8.15	\$6.15	\$0.00	\$37.89
4	65	\$25.56	\$8.15	\$6.66	\$0.00	\$40.37
5	70	\$27.52	\$8.15	\$17.78	\$0.00	\$53.45
6	75	\$29.49	\$8.15	\$18.29	\$0.00	\$55.93
7	80	\$31.46	\$8.15	\$18.80	\$0.00	\$58.41
8	90	\$35.39	\$8.15	\$19.83	\$0.00	\$63.37

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.21	\$8.15	\$0.00	\$0.00	\$28.36
2	55	\$22.23	\$8.15	\$5.64	\$0.00	\$36.02
3	60	\$24.25	\$8.15	\$6.15	\$0.00	\$38.55
4	65	\$26.27	\$8.15	\$6.66	\$0.00	\$41.08
5	70	\$28.29	\$8.15	\$17.78	\$0.00	\$54.22
6	75	\$30.32	\$8.15	\$18.29	\$0.00	\$56.76
7	80	\$32.34	\$8.15	\$18.80	\$0.00	\$59.29
8	90	\$36.38	\$8.15	\$19.83	\$0.00	\$64.36

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	12/01/2018	\$38.65	\$7.85	\$15.35	\$0.00	\$61.85
LABORERS - ZONE 1	06/01/2019	\$39.65	\$7.85	\$15.35	\$0.00	\$62.85
	12/01/2019	\$40.65	\$7.85	\$15.35	\$0.00	\$63.85
	06/01/2020	\$41.64	\$7.85	\$15.35	\$0.00	\$64.84
	12/01/2020	\$42.62	\$7.85	\$15.35	\$0.00	\$65.82
	06/01/2021	\$43.64	\$7.85	\$15.35	\$0.00	\$66.84
	12/01/2021	\$44.65	\$7.85	\$15.35	\$0.00	\$67.85

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	01/01/2019	\$39.86	\$8.15	\$20.85	\$0.00	\$68.86
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$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 - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.93	\$8.15	\$0.00	\$0.00	\$28.08
2	55	\$21.92	\$8.15	\$5.64	\$0.00	\$35.71
3	60	\$23.92	\$8.15	\$6.15	\$0.00	\$38.22
4	65	\$25.91	\$8.15	\$6.66	\$0.00	\$40.72
5	70	\$27.90	\$8.15	\$17.78	\$0.00	\$53.83
6	75	\$29.90	\$8.15	\$18.29	\$0.00	\$56.34
7	80	\$31.89	\$8.15	\$18.80	\$0.00	\$58.84
8	90	\$35.87	\$8.15	\$19.83	\$0.00	\$63.85

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.48	\$8.15	\$0.00	\$0.00	\$28.63
2	55	\$22.53	\$8.15	\$5.64	\$0.00	\$36.32
3	60	\$24.58	\$8.15	\$6.15	\$0.00	\$38.88
4	65	\$26.62	\$8.15	\$6.66	\$0.00	\$41.43
5	70	\$28.67	\$8.15	\$17.78	\$0.00	\$54.60
6	75	\$30.72	\$8.15	\$18.29	\$0.00	\$57.16
7	80	\$32.77	\$8.15	\$18.80	\$0.00	\$59.72
8	90	\$36.86	\$8.15	\$19.83	\$0.00	\$64.84

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2019	\$37.92	\$8.15	\$20.85	\$0.00	\$66.92
PAINTERS LOCAL 35 - ZONE 2	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 - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.96	\$8.15	\$0.00	\$0.00	\$27.11
2	55	\$20.86	\$8.15	\$5.64	\$0.00	\$34.65
3	60	\$22.75	\$8.15	\$6.15	\$0.00	\$37.05
4	65	\$24.65	\$8.15	\$6.66	\$0.00	\$39.46
5	70	\$26.54	\$8.15	\$17.78	\$0.00	\$52.47
6	75	\$28.44	\$8.15	\$18.29	\$0.00	\$54.88
7	80	\$30.34	\$8.15	\$18.80	\$0.00	\$57.29
8	90	\$34.13	\$8.15	\$19.83	\$0.00	\$62.11

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.51	\$8.15	\$0.00	\$0.00	\$27.66
2	55	\$21.46	\$8.15	\$5.64	\$0.00	\$35.25
3	60	\$23.41	\$8.15	\$6.15	\$0.00	\$37.71
4	65	\$25.36	\$8.15	\$6.66	\$0.00	\$40.17
5	70	\$27.31	\$8.15	\$17.78	\$0.00	\$53.24
6	75	\$29.27	\$8.15	\$18.29	\$0.00	\$55.71
7	80	\$31.22	\$8.15	\$18.80	\$0.00	\$58.17
8	90	\$35.12	\$8.15	\$19.83	\$0.00	\$63.10

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2018	\$34.18	\$11.91	\$12.70	\$0.00	\$58.79
	06/01/2019	\$35.18	\$11.91	\$12.70	\$0.00	\$59.79
	08/01/2019	\$35.18	\$12.41	\$12.70	\$0.00	\$60.29
	12/01/2019	\$35.18	\$12.41	\$13.72	\$0.00	\$61.31
	06/01/2020	\$36.08	\$12.41	\$13.72	\$0.00	\$62.21
	08/01/2020	\$36.08	\$12.91	\$13.72	\$0.00	\$62.71
	12/01/2020	\$36.08	\$12.91	\$14.82	\$0.00	\$63.81
	06/01/2021	\$36.88	\$12.91	\$14.82	\$0.00	\$64.61
	08/01/2021	\$36.88	\$13.41	\$14.82	\$0.00	\$65.11
	12/01/2021	\$36.88	\$13.41	\$16.01	\$0.00	\$66.30
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
<i>For apprentice rates see "Apprentice- PILE DRIVER"</i>	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	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 - 08/01/2018

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

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.47	\$9.90	\$21.15	\$0.00	\$55.52
2	60	\$29.36	\$9.90	\$21.15	\$0.00	\$60.41
3	70	\$34.26	\$9.90	\$21.15	\$0.00	\$65.31
4	75	\$36.71	\$9.90	\$21.15	\$0.00	\$67.76
5	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
6	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
7	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10
8	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10

Notes:

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER	09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
PIPEFITTERS LOCAL 537	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 - 09/01/2018

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

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.78	\$9.95	\$7.75	\$0.00	\$39.48
2	45	\$24.50	\$9.95	\$18.74	\$0.00	\$53.19
3	60	\$32.66	\$9.95	\$18.74	\$0.00	\$61.35
4	70	\$38.11	\$9.95	\$18.74	\$0.00	\$66.80
5	80	\$43.55	\$9.95	\$18.74	\$0.00	\$72.24

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	12/01/2018	\$38.90	\$7.85	\$15.35	\$0.00	\$62.10
LABORERS - ZONE 1	06/01/2019	\$39.90	\$7.85	\$15.35	\$0.00	\$63.10
	12/01/2019	\$40.90	\$7.85	\$15.35	\$0.00	\$64.10
	06/01/2020	\$41.89	\$7.85	\$15.35	\$0.00	\$65.09
	12/01/2020	\$42.87	\$7.85	\$15.35	\$0.00	\$66.07
	06/01/2021	\$43.89	\$7.85	\$15.35	\$0.00	\$67.09
	12/01/2021	\$44.90	\$7.85	\$15.35	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS	09/01/2018	\$55.69	\$11.82	\$16.01	\$0.00	\$83.52
PLUMBERS & GASFITTERS LOCAL 12	03/01/2019	\$57.19	\$11.82	\$16.01	\$0.00	\$85.02
	09/01/2019	\$58.69	\$11.82	\$16.01	\$0.00	\$86.52
	03/01/2020	\$60.19	\$11.82	\$16.01	\$0.00	\$88.02
	09/01/2020	\$61.69	\$11.82	\$16.01	\$0.00	\$89.52
	03/01/2021	\$63.19	\$11.82	\$16.01	\$0.00	\$91.02

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.49	\$11.82	\$5.81	\$0.00	\$37.12
2	40	\$22.28	\$11.82	\$6.59	\$0.00	\$40.69
3	55	\$30.63	\$11.82	\$8.98	\$0.00	\$51.43
4	65	\$36.20	\$11.82	\$10.53	\$0.00	\$58.55
5	75	\$41.77	\$11.82	\$12.13	\$0.00	\$65.72

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.02	\$11.82	\$5.81	\$0.00	\$37.65
2	40	\$22.88	\$11.82	\$6.59	\$0.00	\$41.29
3	55	\$31.45	\$11.82	\$8.98	\$0.00	\$52.25
4	65	\$37.17	\$11.82	\$10.53	\$0.00	\$59.52
5	75	\$42.89	\$11.82	\$12.13	\$0.00	\$66.84

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$62.12, Step5 with lic\$69.27

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	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 <i>LABORERS - ZONE 1</i>	12/01/2018	\$38.90	\$7.85	\$15.35	\$0.00	\$62.10
	06/01/2019	\$39.90	\$7.85	\$15.35	\$0.00	\$63.10
	12/01/2019	\$40.90	\$7.85	\$15.35	\$0.00	\$64.10
	06/01/2020	\$41.89	\$7.85	\$15.35	\$0.00	\$65.09
	12/01/2020	\$42.87	\$7.85	\$15.35	\$0.00	\$66.07
	06/01/2021	\$43.89	\$7.85	\$15.35	\$0.00	\$67.09
	12/01/2021	\$44.90	\$7.85	\$15.35	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER <i>LABORERS - ZONE 1</i>	12/01/2018	\$39.65	\$7.85	\$15.35	\$0.00	\$62.85
	06/01/2019	\$40.65	\$7.85	\$15.35	\$0.00	\$63.85
	12/01/2019	\$41.65	\$7.85	\$15.35	\$0.00	\$64.85
	06/01/2020	\$42.64	\$7.85	\$15.35	\$0.00	\$65.84
	12/01/2020	\$43.62	\$7.85	\$15.35	\$0.00	\$66.82
	06/01/2021	\$44.64	\$7.85	\$15.35	\$0.00	\$67.84
	12/01/2021	\$45.65	\$7.85	\$15.35	\$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>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74
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>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2018	\$38.90	\$7.85	\$15.35	\$0.00	\$62.10
	06/01/2019	\$39.90	\$7.85	\$15.35	\$0.00	\$63.10
	12/01/2019	\$40.90	\$7.85	\$15.35	\$0.00	\$64.10
	06/01/2020	\$41.89	\$7.85	\$15.35	\$0.00	\$65.09
	12/01/2020	\$42.87	\$7.85	\$15.35	\$0.00	\$66.07
	06/01/2021	\$43.89	\$7.85	\$15.35	\$0.00	\$67.09
	12/01/2021	\$44.90	\$7.85	\$15.35	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2018	\$42.36	\$11.35	\$15.90	\$0.00	\$69.61
	02/01/2019	\$43.51	\$11.35	\$15.90	\$0.00	\$70.76

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$11.35	\$3.69	\$0.00	\$36.22
2	60	\$25.42	\$11.35	\$15.90	\$0.00	\$52.67
3	65	\$27.53	\$11.35	\$15.90	\$0.00	\$54.78
4	75	\$31.77	\$11.35	\$15.90	\$0.00	\$59.02
5	85	\$36.01	\$11.35	\$15.90	\$0.00	\$63.26

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.76	\$11.35	\$3.69	\$0.00	\$36.80
2	60	\$26.11	\$11.35	\$15.90	\$0.00	\$53.36
3	65	\$28.28	\$11.35	\$15.90	\$0.00	\$55.53
4	75	\$32.63	\$11.35	\$15.90	\$0.00	\$59.88
5	85	\$36.98	\$11.35	\$15.90	\$0.00	\$64.23

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

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	08/01/2018	\$42.61	\$11.35	\$15.90	\$0.00	\$69.86
	02/01/2019	\$43.76	\$11.35	\$15.90	\$0.00	\$71.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	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 06/01/2013 \$25.81 \$7.07 \$7.05 \$0.00 \$39.93
 PAINTERS LOCAL 35 - ZONE 2

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2018	\$34.64	\$11.91	\$12.70	\$0.00	\$59.25
	06/01/2019	\$35.64	\$11.91	\$12.70	\$0.00	\$60.25
	08/01/2019	\$35.64	\$12.41	\$12.70	\$0.00	\$60.75
	12/01/2019	\$35.64	\$12.41	\$13.72	\$0.00	\$61.77
	06/01/2020	\$36.54	\$12.41	\$13.72	\$0.00	\$62.67
	08/01/2020	\$36.54	\$12.91	\$13.72	\$0.00	\$63.17
	12/01/2020	\$36.54	\$12.91	\$14.82	\$0.00	\$64.27
	06/01/2021	\$37.34	\$12.91	\$14.82	\$0.00	\$65.07
	08/01/2021	\$37.34	\$13.41	\$14.82	\$0.00	\$65.57
	12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2018	\$34.93	\$11.91	\$12.70	\$0.00	\$59.54
	06/01/2019	\$35.93	\$11.91	\$12.70	\$0.00	\$60.54
	08/01/2019	\$35.93	\$12.41	\$12.70	\$0.00	\$61.04
	12/01/2019	\$35.93	\$12.41	\$13.72	\$0.00	\$62.06
	06/01/2020	\$36.83	\$12.41	\$13.72	\$0.00	\$62.96
	08/01/2020	\$36.83	\$12.91	\$13.72	\$0.00	\$63.46
	12/01/2020	\$36.83	\$12.91	\$14.82	\$0.00	\$64.56
	06/01/2021	\$37.63	\$12.91	\$14.82	\$0.00	\$65.36
	08/01/2021	\$37.63	\$13.41	\$14.82	\$0.00	\$65.86
	12/01/2021	\$37.63	\$13.41	\$16.01	\$0.00	\$67.05
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	01/01/2019	\$57.98	\$9.47	\$19.10	\$0.00	\$86.55
	03/01/2019	\$59.48	\$9.47	\$19.10	\$0.00	\$88.05
	10/01/2019	\$60.98	\$9.47	\$19.10	\$0.00	\$89.55
	03/01/2020	\$62.48	\$9.47	\$19.10	\$0.00	\$91.05
	10/01/2020	\$63.98	\$9.47	\$19.10	\$0.00	\$92.55
	03/01/2021	\$65.48	\$9.47	\$19.10	\$0.00	\$94.05

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

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.29	\$9.47	\$9.10	\$0.00	\$38.86
2	40	\$23.19	\$9.47	\$9.10	\$0.00	\$41.76
3	45	\$26.09	\$9.47	\$9.10	\$0.00	\$44.66
4	50	\$28.99	\$9.47	\$9.10	\$0.00	\$47.56
5	55	\$31.89	\$9.47	\$9.10	\$0.00	\$50.46
6	60	\$34.79	\$9.47	\$10.60	\$0.00	\$54.86
7	65	\$37.69	\$9.47	\$10.60	\$0.00	\$57.76
8	70	\$40.59	\$9.47	\$10.60	\$0.00	\$60.66
9	75	\$43.49	\$9.47	\$10.60	\$0.00	\$63.56
10	80	\$46.38	\$9.47	\$10.60	\$0.00	\$66.45

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2018	\$37.97	\$13.00	\$16.35	\$0.00	\$67.32
	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.19	\$13.00	\$0.46	\$0.00	\$28.65
2	40	\$15.19	\$13.00	\$0.46	\$0.00	\$28.65
3	45	\$17.09	\$13.00	\$13.06	\$0.00	\$43.15
4	45	\$17.09	\$13.00	\$13.06	\$0.00	\$43.15
5	50	\$18.99	\$13.00	\$13.37	\$0.00	\$45.36
6	55	\$20.88	\$13.00	\$13.67	\$0.00	\$47.55
7	60	\$22.78	\$13.00	\$13.96	\$0.00	\$49.74
8	65	\$24.68	\$13.00	\$14.26	\$0.00	\$51.94
9	70	\$26.58	\$13.00	\$14.56	\$0.00	\$54.14
10	75	\$28.48	\$13.00	\$14.85	\$0.00	\$56.33

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
2	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
3	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
4	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
5	50	\$19.17	\$13.00	\$13.73	\$0.00	\$45.90
6	55	\$21.08	\$13.00	\$14.03	\$0.00	\$48.11
7	60	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
8	65	\$24.91	\$13.00	\$14.66	\$0.00	\$52.57
9	70	\$26.83	\$13.00	\$14.96	\$0.00	\$54.79
10	75	\$28.75	\$13.00	\$15.27	\$0.00	\$57.02

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	08/01/2018	\$51.85	\$10.75	\$20.66	\$0.00	\$83.26
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2019	\$52.49	\$10.75	\$20.66	\$0.00	\$83.90
	08/01/2019	\$53.84	\$10.75	\$20.80	\$0.00	\$85.39
	02/01/2020	\$54.48	\$10.75	\$20.80	\$0.00	\$86.03
	08/01/2020	\$55.83	\$10.75	\$20.95	\$0.00	\$87.53
	02/01/2021	\$56.47	\$10.75	\$20.95	\$0.00	\$88.17
	08/01/2021	\$57.87	\$10.75	\$21.11	\$0.00	\$89.73
	02/01/2022	\$58.46	\$10.75	\$21.11	\$0.00	\$90.32

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.93	\$10.75	\$20.03	\$0.00	\$56.71
2	60	\$31.11	\$10.75	\$20.03	\$0.00	\$61.89
3	70	\$36.30	\$10.75	\$20.03	\$0.00	\$67.08
4	80	\$41.48	\$10.75	\$20.03	\$0.00	\$72.26
5	90	\$46.67	\$10.75	\$20.03	\$0.00	\$77.45

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.25	\$10.75	\$20.03	\$0.00	\$57.03
2	60	\$31.49	\$10.75	\$20.03	\$0.00	\$62.27
3	70	\$36.74	\$10.75	\$20.03	\$0.00	\$67.52
4	80	\$41.99	\$10.75	\$20.03	\$0.00	\$72.77
5	90	\$47.24	\$10.75	\$20.03	\$0.00	\$78.02

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2018	\$40.00	\$7.85	\$15.55	\$0.00	\$63.40
	06/01/2019	\$41.00	\$7.85	\$15.55	\$0.00	\$64.40
	12/01/2019	\$42.00	\$7.85	\$15.55	\$0.00	\$65.40
	06/01/2020	\$42.99	\$7.85	\$15.55	\$0.00	\$66.39
	12/01/2020	\$43.97	\$7.85	\$15.55	\$0.00	\$67.37
	06/01/2021	\$44.99	\$7.85	\$15.55	\$0.00	\$68.39
	12/01/2021	\$46.00	\$7.85	\$15.55	\$0.00	\$69.40

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2018	\$38.72	\$7.85	\$15.55	\$0.00	\$62.12
	06/01/2019	\$39.72	\$7.85	\$15.55	\$0.00	\$63.12
	12/01/2019	\$40.72	\$7.85	\$15.55	\$0.00	\$64.12
	06/01/2020	\$41.71	\$7.85	\$15.55	\$0.00	\$65.11
	12/01/2020	\$42.69	\$7.85	\$15.55	\$0.00	\$66.09
	06/01/2021	\$43.71	\$7.85	\$15.55	\$0.00	\$67.11
	12/01/2021	\$44.72	\$7.85	\$15.55	\$0.00	\$68.12

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2018	\$35.22	\$11.91	\$12.70	\$0.00	\$59.83
	06/01/2019	\$36.22	\$11.91	\$12.70	\$0.00	\$60.83
	08/01/2019	\$36.22	\$12.41	\$12.70	\$0.00	\$61.33
	12/01/2019	\$36.22	\$12.41	\$13.72	\$0.00	\$62.35
	06/01/2020	\$37.12	\$12.41	\$13.72	\$0.00	\$63.25
	08/01/2020	\$37.12	\$12.91	\$13.72	\$0.00	\$63.75
	12/01/2020	\$37.12	\$12.91	\$14.82	\$0.00	\$64.85
	06/01/2021	\$37.92	\$12.91	\$14.82	\$0.00	\$65.65
	08/01/2021	\$37.92	\$13.41	\$14.82	\$0.00	\$66.15
	12/01/2021	\$37.92	\$13.41	\$16.01	\$0.00	\$67.34
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2018	\$50.88	\$7.85	\$15.95	\$0.00	\$74.68
	06/01/2019	\$51.88	\$7.85	\$15.95	\$0.00	\$75.68
	12/01/2019	\$52.88	\$7.85	\$15.95	\$0.00	\$76.68
	06/01/2020	\$53.87	\$7.85	\$15.95	\$0.00	\$77.67
	12/01/2020	\$54.85	\$7.85	\$15.95	\$0.00	\$78.65
	06/01/2021	\$55.87	\$7.85	\$15.95	\$0.00	\$79.67
	12/01/2021	\$56.88	\$7.85	\$15.95	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2018	\$52.88	\$7.85	\$15.95	\$0.00	\$76.68
	06/01/2019	\$53.88	\$7.85	\$15.95	\$0.00	\$77.68
	12/01/2019	\$54.88	\$7.85	\$15.95	\$0.00	\$78.68
	06/01/2020	\$55.87	\$7.85	\$15.95	\$0.00	\$79.67
	12/01/2020	\$56.85	\$7.85	\$15.95	\$0.00	\$80.65
	06/01/2021	\$57.87	\$7.85	\$15.95	\$0.00	\$81.67
	12/01/2021	\$58.88	\$7.85	\$15.95	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2018	\$42.95	\$7.85	\$15.95	\$0.00	\$66.75
	06/01/2019	\$43.95	\$7.85	\$15.95	\$0.00	\$67.75
	12/01/2019	\$44.95	\$7.85	\$15.95	\$0.00	\$68.75
	06/01/2020	\$45.94	\$7.85	\$15.95	\$0.00	\$69.74
	12/01/2020	\$46.92	\$7.85	\$15.95	\$0.00	\$70.72
	06/01/2021	\$47.94	\$7.85	\$15.95	\$0.00	\$71.74
	12/01/2021	\$48.95	\$7.85	\$15.95	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2018	\$44.95	\$7.85	\$15.95	\$0.00	\$68.75
	06/01/2019	\$45.95	\$7.85	\$15.95	\$0.00	\$69.75
	12/01/2019	\$46.95	\$7.85	\$15.95	\$0.00	\$70.75
	06/01/2020	\$47.94	\$7.85	\$15.95	\$0.00	\$71.74
	12/01/2020	\$48.92	\$7.85	\$15.95	\$0.00	\$72.72
	06/01/2021	\$49.94	\$7.85	\$15.95	\$0.00	\$73.74
	12/01/2021	\$50.95	\$7.85	\$15.95	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2018	\$34.64	\$11.91	\$12.70	\$0.00	\$59.25
	06/01/2019	\$35.64	\$11.91	\$12.70	\$0.00	\$60.25
	08/01/2019	\$35.64	\$12.41	\$12.70	\$0.00	\$60.75
	12/01/2019	\$35.64	\$12.41	\$13.72	\$0.00	\$61.77
	06/01/2020	\$36.54	\$12.41	\$13.72	\$0.00	\$62.67
	08/01/2020	\$36.54	\$12.91	\$13.72	\$0.00	\$63.17
	12/01/2020	\$36.54	\$12.91	\$14.82	\$0.00	\$64.27
	06/01/2021	\$37.34	\$12.91	\$14.82	\$0.00	\$65.07
	08/01/2021	\$37.34	\$13.41	\$14.82	\$0.00	\$65.57
	12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2018	\$38.90	\$7.85	\$15.35	\$0.00	\$62.10
	06/01/2019	\$39.90	\$7.85	\$15.35	\$0.00	\$63.10
	12/01/2019	\$40.90	\$7.85	\$15.35	\$0.00	\$64.10
	06/01/2020	\$41.89	\$7.85	\$15.35	\$0.00	\$65.09
	12/01/2020	\$42.87	\$7.85	\$15.35	\$0.00	\$66.07
	06/01/2021	\$43.89	\$7.85	\$15.35	\$0.00	\$67.09
	12/01/2021	\$44.90	\$7.85	\$15.35	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/01/2018	\$55.69	\$11.82	\$16.01	\$0.00	\$83.52
	03/01/2019	\$57.19	\$11.82	\$16.01	\$0.00	\$85.02
	09/01/2019	\$58.69	\$11.82	\$16.01	\$0.00	\$86.52
	03/01/2020	\$60.19	\$11.82	\$16.01	\$0.00	\$88.02
	09/01/2020	\$61.69	\$11.82	\$16.01	\$0.00	\$89.52
	03/01/2021	\$63.19	\$11.82	\$16.01	\$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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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>	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
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

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

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

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. 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.

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

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America

Construction Specifications Institute

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms “as allowed,” “as approved,” or terms of like effect or import are used, or the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word “day” shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other

specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, “provide” is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into

component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

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

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or

restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the

necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or

performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER.

CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings*: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized*: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition;

(ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05.

OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Compa-

nies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with

30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to

paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of

construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be

considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:*

If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a

substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRAC-

TOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures*: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and

other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and

observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the

applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days

after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of

CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE;
CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones)

will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice

to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion,

ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other

indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *OWNER May Suspend Work*

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon

seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

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SUPPLEMENTARY CONDITIONS

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Article Number	Title
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2	PRELIMINARY MATTERS
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4	AVAILABILITY OF LANDS; SUBSUREACE AND PHYSICAL CONDITIONS; REFERENCE POINTS
5	BONDS AND INSURANCE
6	CONTRACTOR'S RESPONSIBILITIES
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12	PAYMENTS TO CONTRACTOR AND COMPLETION
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SUPPLEMENTARY CONDITIONS

AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE I. DEFINITIONS AND TERMINOLOGY

Add the following language at the beginning of definition I.QI A.12 entitled "Contract Documents" in the General-Conditions:

"The Advertisement for Bids, Instructions to Bidders, State Regulations, ..."

Delete the words "The individual or entity named as such in the Agreement" in 1.01.A.19 and insert the following in their place:

"The individual or entity duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly appointed representatives."

Delete the words "and who is identified as such in the Supplementary Conditions" at the end of definition 1.01 A.20, entitled "ENGINEER'S Consultant."

Delete definition 1.01 A.41 entitled "Specifications" in the General Conditions in its entirety and insert the following in its place:

"Sections included under Division 1 through Division 16 of the Contract Documents:"

ARTICLE 2. PRELIMINARY MATTERS

SC-2.05

Delete paragraph 2.0SC of the General Conditions in its entirety and insert the following in its place:

"C. Evidence of Insurance: CONTRACTOR shall deliver to OWNER, with a copy to the ENGINEER, Certificates of Insurance within 10 days after receipt of the notice of the acceptance of bid (and other evidence requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with the requirements of Article 5."

ARTICLE 3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE
SC-3.0

Add the following sentence at the end of Paragraph 3.01A of the General Conditions:

"...by all. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion."

ARTICLE 4. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;
REFERENCE POINTS

SC-4.02

Delete the term "Supplementary Conditions" of paragraph 4.02 A of the General Conditions and replace it with "Contract Documents".

SC-4.04

Change "of" to "or" on line 6 of paragraph 4.04 B.2 of the General Conditions. Delete the following words from lines 8 and 9 of paragraph 4.04 B.2 of the General Conditions:

"...Or not shown or indicated with reasonable accuracy..."

SC-4.05

Add a new paragraph immediately after paragraph 4.05A of the General Conditions which is to read as follows:

B. ENGINEER may check the lines elevations and reference marks set by CONTRACTOR, and CONTRACTOR shall correct any errors disclosed by such check. Such a check shall not be considered as approval of CONTRACTOR'S work and shall not relieve CONTRACTOR of the responsibility for construction of the entire Work in accordance with the Contract Documents. CONTRACTOR shall furnish personnel to assist ENGINEER in checking lines and grades."

SC-4.06

Delete the term Supplementary Conditions in paragraph 4.06A of the General Conditions and replace it with "Contract Documents".

ARTICLE 5. BOND AND INSURANCE

NOTICE TO CONTRACTOR:

1. Proof of Insurance coverage shall be furnished to the OWNER in accordance with the schedule for submittal of Bonds and Agreements.
2. Additionally refer to Article 2. PRELIMINARY MATTERS, Paragraph SC-2.05.C

SC-5.01

Insert these sentences following SC-5.01.A: The Surety Company providing the bonds shall have a rating of A or better within the Best Key Rating Guide and be licensed by the Massachusetts Division of Insurance. The contractor shall pay the premiums for such Bonds.

SC-5.03

Delete the second sentence following SC-5.03.A: of the General Conditions, which beings "OWNER shall deliver to..."

SC-5.04

The limits of liability for the insurance required by paragraph 5.04A of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

5.4 A.1 and 5.04 A.2 Worker's Compensation

(1) Worker's Compensation	Statutory Requirements
(2) Coverage B - Employer's Liability	\$100,000/\$500,000/\$100,000

5.04 A.3, 5.04 A.4, and 5.04 A.5 Commercial General Liability Limits shall include Coverage for... independent Contractors, Personal Injury, Owners and Contractors Protective Liability, Explosion, Underground and Collapse, Broad Form Property Damage, Blanket Contractual Liability per locations/project endorsement.

Commercial General Liability	\$1,000,000/\$2,000,000
Products/completed Operations	\$2,000,000 Aggregate

5.4 A.6 Automobile Liability for owned, hired and non-owned vehicles:

(1) Bodily injury:	\$1,000,000/\$1,000,000	Each person
	\$1,000,000/\$1,000,000	Each accident
(2) Property damage	\$1,000,000	Each occurrence

The following indemnity agreement: shall be made part of this contract:

1.To the fullest extent permitted by law, Contractor(s) hereby acknowledges and agrees that it shall indemnify, hold harmless and defend the Engineer, the Owner, the Engineer and any of their officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all-claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of the contractor's work under this contract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury to or destruction of tangible property (other than to the work itself) including loss of use resulting therefrom, and (2) is (CAUSED) in whole or in part by any

negligent acts omissions of the contractor, its employees, agents or contractors or anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable.

2. The Contractor hereby acknowledges its obligation under the foregoing paragraph to indemnify the Engineer and Owner against judgments suffered because of the contractor's work and to assume the cost of defending the Engineer and Owner against claims as described in the foregoing paragraph.

A. Engineer and Owner shall be named as Additional Insured on contractors General Liability and Umbrella Liability Contractors.

The Contractual Liability required by paragraph s.04n.4 of the General Conditions shall provide coverage for not less than the following amounts:

- | | |
|--|---|
| (1) Bodily injury: | \$1,000,000 Each occurrence
\$1,000,000 Annual aggregate |
| (2).Property damage, including explosion, collapse and underground coverage: | \$1,000,000 Each occurrence
\$1,000,000 Annual aggregate |

SC-5.04

Add two new paragraphs immediately after paragraph-5.04B of the General Conditions, which are to read as follows:

"C. The CONTRACTOR shall also provide:

1. CONTRACTOR shall, as a minimum, purchase and maintain excess liability insurance in the umbrella form with a combined single limit of not less than \$5,000,000 per claim and in the aggregate. Evidence of such excess liability shall be delivered to OWNER in accordance with paragraph 2.0SC in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance.

A. General Liability, Workers' Compensation, Automobile Liability and Umbrella Liability Policies will contain waivers of subrogation in favor of the Engineer and Owner.

2. If the aggregate limits of liability indicated in CONTRACTOR' insurance provided in accordance with paragraphs 5.03 and 5.04 are not sufficient to cover all claims for damages arising from his operations under this Contract and from any other work performed by him or if policies of insurance do not provide that the aggregate limits of liability for bodily injury and property damage apply to each contract or project separately, CONTRACTOR shall have such policies amended so that the aggregate limits of liability required by this Contract will be available to cover all claims for damages due to operations under this Contract."

SC-5.05

Delete paragraph 5 .05 of the General Conditions in its entirety.

SC-5.06

Delete Paragraph 5.06 A of the General Conditions in its entirety and insert the following in its place:

"A. CONTRACTOR shall purchase and maintain, until final payment, property insurance upon the Work at the site in an amount equal to the total bid price for the completed construction. This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEERS consultants in the Work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and shall include damages, losses and expenses rising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). This insurance shall be provided on the completed value form.' If not covered under the "all risk" insurance or otherwise provided in these Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment." A \$20,000 deductible shall be acceptable. Any other deductible amount shall be approved in advance by the OWNER and any deductible amount shall be borne by the CONTRACTOR.

Delete paragraph 5.068 of the General Conditions in its entirety.

Delete Paragraph 5.06C of the General Conditions in its entirety and insert the following in its place:

"C. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER by certified mail and will contain waiver provisions in accordance with paragraph 5.078. The words "**Endeavor** to" shall be struck from the Certificate Of Insurance in the Cancellation Statement"

Delete paragraph 5.06D of the General Conditions in its entirety.

Delete paragraph 5.06E of the General Conditions in its entirety.

SC-5.07

Amend the last sentence of paragraph 5.07A of the General Conditions by striking out the words "held by OWNER as trustee or." As so amended, paragraph 5.07A remains in effect.

SC-5.08

Delete paragraph 5.08A of the General Conditions in its entirety.

Delete paragraph 5.0813 of the General Conditions in its entirety.

SC-5.09

Delete paragraph 5.09A of the General Conditions in its entirety and insert the following in its place:

"A. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with this Article 5 on the basis of its not complying with the Contract Documents, OWNER will notify CONTRACTOR in writing thereof within thirty days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.0SC. CONTRACTOR will provide such additional information in respect of insurance provided by him as OWNER may reasonably request."

ARTICLE 6. CONTRACTOR'S RESPONSIBILITIES

SC-6.01

Delete paragraph 6.01B of the General Conditions in its entirety and replace with the following:

"B. At the site of the Work the CONTRACTOR shall employ a full-time construction superintendent or foreman who shall have full authority to act for the CONTRACTOR. It is understood that such representative shall be acceptable to the ENGINEER and shall be one who will be continued in the capacity for the particular job involved unless the representative ceases to be on the CONTRACTOR'S payroll. If at any time during the Work the representative is deemed by the ENGINEER to be no longer acceptable, the representative shall be promptly replaced by the CONTRACTOR. All communications to the superintendent shall be as binding as if given to the CONTRACTOR."

SC-6.04

Add the following paragraph after paragraph 6.04 A.2 of the General Conditions: -

"B. The CONTRACTOR's resident superintendent shall attend monthly progress meetings at the site of the work with the ENGINEER and others as appropriate to review schedule status and such other pertinent subjects as may be listed on the agenda by the ENGINEER."

SC-6.17

In paragraph 6.17 E.1 of the General Conditions, delete the word "timely" from the first line.

SC-6.20

Delete paragraph 6.20A of the General Conditions in its entirety and replace with the following:

"A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER, the ENGINEER, ENGINEER'S consultants, and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from the 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, but only to the extent caused in whole or in part by 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 apply to any such claims, damages, losses and expenses which arise and/or are incurred by any person or entity either during the performance of the Work and/or alter completion of construction. Nothing in this paragraph shall be construed to negate, abridge, or reduce other rights or obligations of indemnity or contribution which would otherwise exist as to a party or person indemnified hereunder. CONTRACTOR hereby assumes the responsibility and liability for injury to or death of any and all persons, including the. CONTRACTOR's employees, and for any and all damage to property caused by, resulting from, or arising out of any act, omission or neglect on the part of the CONTRACTOR, or of any Subcontractor or of anyone directly or indirectly employed by any of them or of anyone for whose acts, any of them may be liable."

Delete paragraph 6.20C of the General Conditions in its entirety.

ARTICLE 8. OWNER'S RESPONSIBILITIES

SC-8.06

Delete paragraph 8.06A of the General Conditions in its entirety.

ARTICLE 9. ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.01

Add a new paragraph 9.0113 after paragraph 9.01A of the General Conditions, which is to read as follows:

"B. Nothing contained in the Contract Documents shall be construed to create a contractual relationship of any kind (1) between the ENGINEER and CONTRACTOR, (2) between the OWNER and a Subcontractor or Subcontractors, or (3) between any person or entities other than the OWNER and CONTRACTOR. The ENGINEER shall, however, be entitled to performance and enforcement of obligations under the CONTRACT DOCUMENTS intended to facilitate performance of the ENGINEERS duties."

ARTICLE 11. COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

Delete Article 11 of the General Conditions in its entirety and replace with the following:

"A. The unit price of an item of Unit Price work shall be subject to reevaluation and adjustment under the following conditions:

(1) If the total extended bid price [Estimated Quantity times the Bid Unit Price] of a particular item of Unit Price Work amounts to 5 percent or more of the Original Contract Price and the variation in the quantity of the particular item of Unit Price Work performed by CONTRACTOR differs by more than 15 percent from the estimated quantity of such item indicated in the Agreement;
and

(2) If there is no corresponding adjustment with respect to any other item of work; and

(3) If CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11- if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed. If OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, OWNER shall be entitled to an adjustment in the unit price in an amount determined by the ENGINEER. ENGINEER shall not be liable in connection with any determination relating to adjustments which is rendered in good faith."

ARTICLE 12. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC-12.06

Add the following new paragraphs after paragraph 12.06 of the General Conditions:

"12.07 Liquidated Damages:

A. If the CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for completing the work. Such damages may be retained from time to time by the OWNER from progress payments or any amounts owing to the CONTRACTOR, or otherwise collected.

B. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodical estimates.

C. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein as definite and certain length of times is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the CONTRACTOR shall not be charged with liquidated damages of any excess cost when the OWNER determines that the CONTRACTOR is without fault and the CONTRACTOR'S reasons for the time extension are acceptable to the OWNER; Provided, further, that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

1) to any preference, priority or allocation order duly issued by the Government;

2) to unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

3) to any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections C(1) and C(2) above;

D. Provided, further, that the CONTRACTOR shall, within ten (10) days from the beginning of such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract, notify the OWNER, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter."

ARTICLE 13. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.07

Delete paragraph 3.07A of the General Conditions and insert the following in its place:

"A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such defective work, or, if it has been rejected by OWNER, remove it from the site and replace it with work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other work or the work of others therefrom. If CONTRACTOR does not begin the repairs ten (10) days of receipt of written notification and promptly comply with the terms of OWNER's written instructions, or in an emergency when delay would cause serious risk, loss or damage, OWNER may have the defective work corrected or the rejected work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR."

SC-13.09

Revise paragraph 13.09A of the General Conditions

A. Delete the word "seven" and replace it with the word "ten" so that it reads "after ten days written notice to CONTRACTOR."

ARTICLE 14. PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02

Delete paragraph 14.02A.3 and insert the following in its place:

"3. Retainage with respect to progress payments will be five percent or, if stipulated, the maximum allowed by law."

Add Paragraph 4. to read as follows:

"4. The CONTRACTOR shall submit Weekly Payroll Records Report and Statement of

Compliance verifying compliance with the Minimum Prevailing Wage Law, MGL ch. 149, Sections 26-27H. "These Statements of Compliance shall be submitted as a condition of payment for work performed during the period the reports apply."

SC-14.03

Delete paragraph 14.03A in its entirety and insert the following in its place:

"A CONTRACTOR warrants and guarantees that title to all work, material and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than at the time of Application for Payment free and clear of all liens. CONTRACTOR shall provide written transfer of title and a certified paid invoice provided by the supplier."

ARTICLE 15. SUSPENSION OF WORK AND TERMINATION

SC-15.02

Add a new paragraph immediately after paragraph 15.02 AA of the General Conditions which is to read as follows:

"5. If the Work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet, without the previous written consent of OWNER, or if the contract or any claim thereunder shall be assigned by CONTRACTOR otherwise than as herein specified;"

ARTICLE 17. MISCELLANEOUS

SC-17.06, 17.07, 17.08, 17.09

Add the following new paragraphs after paragraph 17.05 of the General Conditions:

"17.06 Assignment:

A. The CONTRACTOR shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder until thirty (30) days prior notice in writing has been given to the OWNER of the intention to assign, which notice shall state the identity and address of the prospective assignee. No assignment shall be made without the OWNER's prior written consent. Such consent shall not be unreasonably withheld. In case the CONTRACTOR assigns all or any part of the moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the CONTRACTOR shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract."

17.7 Liability

It is understood and agreed that members of the OWNER or the ENGINEER' or any agent or employees of the OWNER signing this Agreement shall not be personally liable hereunder for any action incurred in connection with this Agreement.

17.8 State Statutes and Regulations

See Superseding Changes To General & Supplementary Conditions 12/29/04 for further modifications of the General Conditions due to state statutes and regulations.

17.9 Severability

If any provision of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement and of such terms and conditions, except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law."

END OF SECTION

**STATE STATUTES AND REGULATIONS
COMMONWEALTH OF MASSACHUSETTS**

A. REVISIONS TO GENERAL CONDITIONS

1. Definitions
2. Subsurface Conditions Found Different
3. Subcontracting
4. Permits
5. Contractor Records
6. Massachusetts Sales and Use Tax I
7. Clarifications and Interpretations
8. Change of Contract Price
9. Payments
10. Suspension of Work and Termination
11. Labor Classification and Minimum Wage Rates

B. OTHER REGULATORY REQUIREMENTS

1. Working Hours
2. DEP Community Sound Level Criteria

ATTACHMENT A – Wage Rates

ATTACHMENT B

Excerpts from Chapter 149 and Chapter 30 of the Massachusetts General Law

ATTACHMENT C - (not used on this project)

Special Provisions for Minority/Women Business Enterprises and the Commonwealth of Massachusetts Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.

ATTACHMENT D--

Change Orders

A. REVISIONS TO GENERAL CONDITIONS:

1. Definitions

The term "AWARDING AUTHORITY," as used herein, shall be considered to be synonymous with the term "OWNER," described in definition 1.01 A.30.

Delete definition 1.01 A.43 entitled "Substantial Completion" in the General Conditions in its entirety and insert the following in its place:

"Substantial Completion shall be interpreted in accordance with Massachusetts General Law Chapter 30, Section 39G or -39K as appropriate."

2. Subsurface Conditions Found Different

Add the following sentence to the end of paragraph 4.03A of the General Conditions:

"...to do so. Adjustments resulting from subsurface or latent physical conditions will be in accordance with Massachusetts General Law Chapter 30, Section 39N."

3. Subcontracting

Add the following language at the end of paragraph 6.06F of the General Conditions:

"Except as required otherwise by Massachusetts General Law Chapter 149, Section 44F, for Work governed by Chapter 149, sections 44A through 44H."

4. Permits

Delete paragraph 6.08A of the General Conditions in its entirety and insert the following in its place:

"A. The AWARDING AUTHORITY shall be responsible for identifying and obtaining all federal, state, and local permits required by the nature and location of construction, including but not limited to railroad permits, building construction permits, and permits for street and highway cuts and openings. CONTRACTOR shall be responsible for obtaining all permits required of his equipment, work force, or particular operations (such as blasting) in the performance of the Work and not otherwise specified to be obtained by the AWARDING AUTHORITY. These permit fees shall be paid by CONTRACTOR. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of bids, or, if there are no Bids, on the Effective Date of the Agreement."

5. Contractor Records

Add a new paragraph immediately after paragraph 6.09C of the General Conditions, which is to read as follows:

"D. The CONTRACTOR shall comply with all applicable provisions Chapter 30, Section 39R of the Massachusetts General Laws Regarding, CONTRACTOR'S records."

6. Massachusetts Sales and Use Tax

Add the following paragraph after paragraph 6.10A of the General Conditions:

"B. The material and supplies to be used by the CONTRACTOR in the Work of this Contract are exempt from the Sales and Use Tax of the Commonwealth of Massachusetts. The AWARDING AUTHORITY tax exemption certificate number will be furnished to the CONTRACTOR."

7. Clarifications and Interpretations

Add the following language at the end of paragraph 9.04A of the General Conditions:

"The ENGINEER'S interpretation will be made in accordance with the requirements of Massachusetts General Law Chapter 30, Section 39P."

8. Change of Contract Price

Delete paragraphs 11.01, 11.02, and 12.01 of the General Conditions, having to do with Change of Contract Price. Changes in contract price will be governed by the section called "Change Orders" in Attachment D, Section XXX and Article 11 in the Supplementary Conditions.

9. Payments

Delete paragraph 12.028.1 of the General Conditions, in its entirety and insert the following in its place:

"1. Progress Payments will be made in accordance with the Massachusetts General Law Chapter 30, Section 39G or 39K, as applicable."

Add the following new paragraph following paragraph 14.02C.1 of the General Conditions:

"2. The CONTRACTOR shall make payments to Subcontractors in accordance with the requirements of Massachusetts General Law Chapter 30, Section 39F."

Delete paragraph 14.07B of the General Conditions in its entirety and insert the following in its place:

"1. If, on the basis of the ENGINEER's observation of the Work during construction and final inspection and, upon the ENGINEER's review of the final Application for Payment and accompanying documentation, the ENGINEER is satisfied that the Work has been completed and that the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will indicate in writing his recommendation of payment and present the Application to the AWARDING AUTHORITY for payment. Thereupon the ENGINEER will give written notice to the AWARDING AUTHORITY and the CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, the ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment. In such case the CONTRACTOR shall make the

necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, the AWARDING AUTHORITY shall in accordance with the applicable Massachusetts General Law, pay the CONTRACTOR the amount recommended by the ENGINEER."

10. Suspension of Work and Termination

Delete paragraph 15.01A of the General Conditions in its entirety and insert the following in its place:

"A. The AWARDING AUTHORITY may order, at any time and without cause, the CONTRACTOR to suspend or delay the Work in accordance with Massachusetts General Law Chapter 30, Section 39-0."

11. Labor Classifications and Minimum Wage Rates

Add the following paragraphs under the heading "Wage Rates" after paragraph 17.10 of the Supplementary Conditions:

"17.11 Wage Rates

- A. Minimum wage rates as determined by the Commissioner of the Department of Labor and Industries under the provisions of Massachusetts General Laws Chapter 149, Sections 26-270 apply to this project. A copy of the wage schedule is included in the front end of the specifications under Federal Minimum Wage Rates. If, after the Notice of Award, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rates as shall be determined by the Commissioner. Such approved minimum rate shall be retro- active to the time of the initial employment of such person in such trade or occupation. The CONTRACTOR shall notify the AWARDING AUTHORITY of its intention to employ persons in trades or occupations not classified in the wage determinations as soon as possible in order to allow sufficient time for the AWARDING AUTHORITY to obtain approved rates for such trades or occupations.
- B. The schedule of wages referred to above are minimum rates only, and the AWARDING AUTHORITY will not consider any claims for additional compensation made by CONTRACTOR because of payment by the CONTRACTOR of any wage rate in excess of the applicable rate contained in the Contract.
- C. The said schedule of wages shall continue to be the minimum rates to be paid during the life of this Agreement and a legible copy of said schedule shall be kept posted in a conspicuous place at the site of the Work.
- D. CONTRACTOR and subcontractors shall submit a copy of weekly payroll records to the AWARDING AUTHORITY and the AWARDING AUTHORITY shall retain the records of a minimum of three years."

B. OTHER REGULATORY REQUIREMENTS:

1. Working Hours

No laborer, workman, mechanic, foreman, or inspector, working within the Commonwealth, in the employ of the CONTRACTOR, subcontractor, or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be required or permitted to work 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.

2. DEP Community sound Level Criteria

The Community Sound Level Criteria as established by the Commonwealth of Massachusetts Department of Environmental Protection (DEP) must be conformed to prior to the AWARDING AUTHORITY's acceptance of the structure. The following sound level criteria must be met at the construction site:

- A. The increase in the broad band noise level shall not be in excess of ten (10) dB(A) above ambient at the station boundary. The ambient level is defined as the A-weighted noise level that is exceeded ninety (90) percent of the time measured during the period in question.
- B. The primary noise source(s) shall not produce a puretone condition. Puretone is any given octave band center frequency that exceeds the two adjacent center frequencies by three (3) or more decibels.

END OF SECTION

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**SUPERSEDING CHANGES TO
GENERAL AND SUPPLEMENTARY CONDITIONS**

1. GENERAL CONDITIONS

2.06A - insert at end: Said conference shall be scheduled and arranged by the Contractor. I

4.01B - delete

4.06G - delete

5.07B - delete

6.17E - restore the word "timely" in the first line. Delete the word "only" from the 5" line. Where "only" has been deleted, insert "to determine their general conformance with the contract documents, in accordance with good and accepted engineering practices, and".

8.02A - delete "to whom contractor makes no reasonable objection".

9.02A - Insert, after "Work" in the 6" line, "While construction is active at the project, said visits and inspections will take place at least once per week."

12.06 - delete subparts A and B, and replace with the following: "The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Engineer on account of any delay in the commencement of the Work and/or any delay in, or suspension of any portion of the Work, whether such delay is caused by the Owner, the Engineer, or otherwise. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in these general conditions.

No claims shall be allowed on account of the failure of the Engineer to furnish Drawings, specifications or instructions or to return Shop Drawings or Samples until the expiration of the applicable time period referenced in Mass. Gen. L. c. 30, §39P, and not then unless such claim be reasonable.

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

14.02C - change "Ten" to "Twenty-One"

14.07A(3) - delete the first three lines through the word "Owner,". In the third line, after Contractor, substitute "shall" for "may". In the fourth line, after the word "full" insert "on behalf of both Contractor and all of its Subcontractors,".

14.09A(1) - delete -

15.03B - add after "termination" ", with respect to this project or any other project of the Contractor."

Add "15.03C. If this Contract is terminated by Owner with or without cause, and regardless of whether said termination is rightful or wrongful, in no event shall the Contractor be paid a sum which, together with prior payments to Contractor, exceeds the sum payable to Contractor under the Agreement (Section 00520), as adjusted by any agreed change orders.

II. SUPPLEMENTARY CONDITIONS

Article V - Bonds and Insurance

Employer's liability coverage must be \$2 million per accident, \$2 million disease limits, and \$2 million per employee disease limits.

General liability insurance limits must be \$5 million aggregate, \$2 million dollars' products/completed operations aggregate; \$2 million personal injury and advertising; and \$2 million per occurrence.

The contractual liability insurance coverage must have limits corresponding to the foregoing. At 5.04A.6, the following changes should be made to paragraph I of the indemnity clause: four lines from the bottom, the parenthesis should be removed from the word "CAUSED" and the word "CAUSED" should be changed to lower-case (caused). Also, in the last line of said clause, insert the word "for" after the word "anyone."

At SC-5.04C 1 - insert the following sentence at the end: "The Contractor's excess liability insurance coverage must follow from with its underlying liability coverages."

SC-6.20A - insert the word "defend" after the word "shall" in the first line.

SC-14.02A.3 - insert the following sentence at the end: "Retainage for the entire project will be withheld until substantial completion of the entire project, at which time retainage shall be accounted for, subject to all of the other terms and conditions of payment at the time of substantial completion.

Add the following Article SC-18.

SC-I 8 Arbitration - J

18.1 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 provisions of Subparagraph 18.7. 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. The parties may agree to use any arbitration service. In the absence of such agreement, the American Arbitration Association shall be utilized.

18.2 Rules For Arbitration. If the neutral arbitrator is 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 is not appointed by the American Arbitration Association, then the panel of arbitrators 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 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:

18.2.1 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.

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

18.2.3 Contract Performance During Arbitration. During arbitration proceedings, the Owner and Contractor shall otherwise continue their performances hereunder.

18.3 When a written decision of the Engineer 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 Engineer in accordance with the provisions hereof. The failure to demand arbitration within said two month period will result in the Engineer's decision becoming final and binding upon the Owner and the Contractor.

18.4 A Demand for arbitration shall be made with the time limits specified in Subparagraph 18.3, 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.

18.5 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.

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

18.7 Notwithstanding any provision contained in this Paragraph 18 or elsewhere in the Contract Documents, the Owner reserves the following right in connection with claims and disputes between the Owner and Contractor:

1. the right to institute the legal action against the Contractor in any court of competent jurisdiction in-lieu of demanding arbitration pursuant to this paragraph 18, 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 Architect relating to the Project in which case the Contractor agrees to be bound by that decision of the arbitrator arbitrators in such arbitration.

In case the Owner elects to proceed in accordance with 18.7.1 or 18.7.2 above, the word "litigation", shall be deemed to replace the word "arbitration" wherever the latter word appears in the Contract Documents.

SC-19 MBE and WBE participation

The Contractor shall comply with the provision of G.L.c. 7 40N, and any associated regulations effective during the time of the project, relative to the participation of minority and women-owned businesses in connection with the project. At present, the current participation goals are 7.4% MBE and 4% WBE.

END OF SECTION

EQUAL OPPORTUNITY REQUIREMENTS

1. EQUAL EMPLOYMENT OPPORTUNITY

A. Equal Employment Plan: The Contractor and each Subcontractor shall implement an effective affirmative action plan to assure equal employment opportunity throughout the performance of work on this project. Do not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, or national origin. Affirmative action plan shall include, but not be limited to, the following:

1. Employment, upgrading, demotion, or transfer.
2. Recruitment or recruitment advertising.
3. Layoff or termination.
4. Rates of pay or other forms of compensation.
5. Selection for training, including apprenticeship.

B. Rules and Regulations: The Contractor and each Subcontractor shall comply with all applicable local, state and federal laws and regulations regarding equal employment opportunity and with the provisions of the following:

1.. Governors "Executive Order No. 74", dated July 20, 1970, entitled the "Governor's Code of Fair Practices", as amended by the Governor's Executive Order No. 116, dated May 1, 1975.

2. The Fair Employment Practices Law of the Commonwealth, Chapter 1518 of the General Laws of Massachusetts, as amended.

3. The rules and regulations of the Massachusetts Commission Against Discrimination as in force at the date of the Contract.

4. The rules, regulations and relevant orders of the United States Secretary of Labor, the Commonwealth of Massachusetts Department of Labor and Industries, and other authorities having jurisdiction as in force at the date of the Contract.

5. Governor's 'Executive Order No. 237'.

C. Employment Advertisements: State in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, age, or national origin.

D. Referral Notices: Direct special effort toward the recruitment of minority workers through the unions and through referral agencies representing the minority community.

E. Advising Labor Unions: Send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's equal employment opportunity commitment and post copies of these notices in conspicuous places available to employees and applicants for employment.

F. Posting: Post copies of equal opportunity employment notices in conspicuous places available to employees and applicants for employment and post notices setting forth the provisions of this non-discrimination equal employment opportunity clause.

G. Manning Table: Assume and be responsible for the affirmative duty of achieving the range of minority employment and women work force participation set forth in a manning table for the entire project. Submit a manning table at the request of the Owner and obtain Owners approval prior to the Award of Contract.

H. Percentage Participation: Both Contractor and Sub-contractor shall comply with requirements of Minority and Women Business percentage of Contract percentage participation requirements specified in the Minority and Women Business Enterprise Set Aside Requirements Section.

END OF SECTION

**MINORITY AND WOMEN BUSINESS
ENTERPRISE SET ASIDE REQUIREMENTS**

1. GENERAL

A. All provisions of the Contract Documents shall be subject to all applicable provisions of law, including, without limitation, Federal, State, and Local statutes and ordinances regarding setting aside a portion of the Contract for qualified Minority and Women Business Enterprises. The Contractor shall recognize that other duties and obligations are required by laws, statutes, and ordinances which may not be provided herein, but must be considered and made a part of this Contract. In case of a conflict between the Contract Documents and applicable laws, statutes, and ordinances, the provisions of law, statutes, and ordinances shall *govern*.

2. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE SET ASIDE REQUIREMENTS

A. Requirements For minority and women business enterprise set aside requirements, provided to the Architect by the Awarding Authority Follow. The Architect does not warrant or guarantee the completeness or accuracy of this information, and every bidder and contractor shall be responsible for ascertaining the MWBE set aside requirements in the area where the work will be performed.

1. Bidders shall agree to contract with minority and women owned businesses as certified by the State Office of Minority and Women Business Assistance [SOMWBA]. "the amount of participation which shall be reserved for such enterprises shall not be less than fifteen percent [15%] of the total contract amount including accepted alternates, of which at least ten percent [10%] shall be reserved for minority business enterprises and five percent [5%] shall be reserved for womenowned business enterprises.

2. The Contractor and each Subcontractor shall furnish to the Awarding Authority, within fifteen days after completion of its portion of the work, a certified 'Statement of Compliance' certifying compliance with minority and women business enterprise set aside requirements. Submit the 'Statement of Compliance' in a form acceptable to the Awarding Authority.

3. See Massachusetts Executive Order 237 as amended.

END OF SECTION

MINORITY AND WOMEN BUSINESS ENTERPRISE SET ASIDE REQUIREMENTS

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INSURANCE REQUIREMENTS

1. GENERAL

A. This section specifies the Owner's requirements for insurance and relates to the General Conditions of the Contract for Construction and Supplementary Conditions of the Contract for Construction.

B. Provisions of the General Conditions of the Contract for Construction and Supplementary General Conditions of the Contract for Construction, which are not modified by the following insurance Requirements, remain in full effect.

2. INSURANCE REQUIREMENTS

A. Insurance Limits: The insurance required should be written for not less than the limits of liability required by law or the following limits, whichever is greater: State and federal Workmen's Compensation Statutory Benefits required by union contract as required.

GENERAL LIABILITY*

General Liability- Bodily Injury and Property Damage Each Occurrence	\$1,000,000.00
General Liability — Bodily Injury and Property Damage Aggregate	\$2,000,000.00

General Liability shall include coverage for the following:

- Comprehensive form
- Premise/Operations Liability
- Explosion, Collapse and Underground (XCU). Products/Completed Operations (aggregate limit \$2,000,000.00) Contractual Liability
- Independent Contractors Broad
- Form Property Damage
- Personal Injury Including Libel and Slander Coverage Broad
- Form CGL Endorsement

AUTOMOBILE LIABILITY**

Comp. Automobile Liability** Bodily Injury and Property Damage Per Accident	\$1,000,000.00
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**Provide coverage for All Owned, Non-Owned, and Hired vehicles.

EXCESS LIABILITY – Umbrella Form

Each occurrence	\$5,000,000.00
Aggregate	\$5,000,000.00

B. Exclusions: The Owner's property insurance shall not cover tools, equipment, shoring, staging, forms, temporary buildings or other equipment owned or rented by the Contractor, its Subcontractors, or any Worker.

C. Named Insured: Each Insurance policy certificate of insurance provided by the Contractor shall name the Town of Arlington as an additional insured. Each insurance policy and certificate of insurance provided by the Contractor shall contain a provision that the Owner shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment.

D. Insurance Certificates: Submit insurance certificates for the Owner's review and approval prior to commencement of the work. The Contractor and all subcontractors who are required to provide insurance under the Contract shall provide accurate and bona fide "Certificates of insurance "issued by a responsible agent of the insurance company.

1. Certificate Content: Such "Certificates of Insurance" shall clearly indicate the insurance coverage. Each "Certificate of Insurance" shall be accompanied by a sworn and duly notarized statement from the responsible agent of the insurance company issuing the certificate clearly stating that all insurance specified and required by the Contract Documents is provided and in force, and also a clear statement of all exceptions and deviations, if any, from the Contract Document issuance requirements.

2. Responsibility: The insurance agent issuing and authorizing the "Certificate of Insurance" shall be responsible and liable for the accuracy and validity of the "Certificate of Insurance". Each insured party shall certify by sworn and duly notarized statement that the "Certificate of Insurance" issued for them are bona fide.

3. Disclaimers Prohibited: "Certificates of Insurance" shall not contain any disclaimers such as: "This Certificate is issued as a matter of information only and confers no right upon the certificate holder. This Certificate does not amend, extend, or alter the coverage afforded by the policies listed below." Disclaimers are not acceptable.

4. Certificates of Insurance Can Be Relied Upon: Parties receiving "Certificates of insurance" shall be entitled to rely upon the "Certificates of insurance" and shall have the right to claim the benefits and protection provided by the insurance as it applies to them.

5. Alternate to "Certificates of Insurance": Instead of providing the "Certificates of Insurance" and the sworn statements required above, the insured may provide bona fide and accurate copies of all insurance policies and riders accompanied by a sworn and duly notarized statement from the insured that the policies, riders, and documents submitted are bona fide and valid, and that parties receiving the insurance documents may rely on the documents as satisfaction of the Contract insurance requirements.

E. The Contractor shall provide "builder's risk" insurance as described in the General Conditions of the Contract for Construction and with limits equal to the full insurable completed value of the building under construction. The "Builder's Risk" insurance shall include "all risk" insurance for physical loss and damage including theft, vandalism, and malicious mischief. The "Builder's Risk" insurance shall be amended to delete any and all endorsements relating to cancellation of the policy due to partial occupancy by the Owner.

1. Builder's Risk Deductible Amount: \$1,000,000.00

END OF SECTION

SECTION 00 31 32
SUBSURFACE DATA

PART I - GENERAL

1.01 SCOPE:

- A. A subsurface exploration program consisting of borings has been performed with reasonable care. The results of the exploration program are appended hereto and are a part of the Contract Documents. Samples of the materials encountered may be seen upon request during the bidding period only at the office of Weston & Sampson Engineers, Inc., 5 Centennial Drive, Peabody, Massachusetts. If Contractors deem the subsurface information insufficient, they may, after obtaining Owner's permission, carry out additional subsurface explorations, at no expense to the Owner.
- B. Subsurface information provided in the Contract Documents is limited by the methods used for obtaining and expressing such data, and is subject to various interpretations. The terms used to describe soils, rock, groundwater and such other conditions are subject to local usage and individual interpretation.
- C. Borings have been drilled substantially at the locations indicated on the drawings and advanced to the depths shown on the logs. Soil information presented in the boring logs, as to classification, gradation, properties, density and consistency, is based on visual observation of recovered samples. Groundwater levels reported on the boring logs are those measured in the field at the particular location and at the time measurements were made, and do not necessarily represent permanent groundwater elevations. Groundwater elevations may be affected by temperature, rainfall, tidal fluctuation, and other factors that may not have been present at the time the measurements were made. The Contractors should be aware that groundwater level fluctuations may affect methods of construction.
- D. Subsurface exploration, soil and rock data are for the general information of the Contractors. The Contractors are obligated to examine the site, review boring logs, all available information and records of explorations, investigations and other pertinent data for the site, and then based upon their own interpretations and investigations decide the character of material to be encountered and excavated, the suitability of the materials to be used for backfilling and such other purposes, the groundwater conditions, difficulties or obstacles likely to be encountered, and other conditions affecting the work. The subsurface data is accurate only at the particular locations and times the subsurface explorations were made. No other warranty either expressed or implied by the Owner,

Owner's Representative or their agents is made as to the accuracy of the subsurface information and data shown on the drawings or presented in the Contract Documents.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 00 31 43

PERMITS

PART 1 – GENERAL

1.01 DESCRIPTION:

This Section provides specific information and defines specific requirements of the Contractor regarding the preparation and acquisition of permits required to perform the work of this project.

1.02 RELATED WORK:

- A. Section 01 11 00, CONTROL OF WORK AND MATERIALS
- B. Section 01 57 19, ENVIRONMENTAL PROTECTION
- C. Section 31 00 00, EARTHWORK
- D. Section 31 23 19, DEWATERING

1.03 GENERAL REQUIREMENTS:

- A. The Owner has obtained or will obtain and pay for the permits listed below, which are required for this project. The Contractor shall assist in obtaining certain permits, as indicated. The Contractor shall obtain and pay for all other permits required, as defined under the General conditions section of these specifications.

Permits by Owner	Status
Wastewater 8(m) Permit	(Attached)
Conservation Commission Order of Conditions (Ch. 131, s. 40)	(Pending)**
ACOE Self Verification Notification Form	(Pending)**
Trench Permit (520 CMR 14.00)(eff. Date 3/1/09)	*

*Contractor shall prepare permit application and obtain the permit after contract is awarded, bearing all expenses. Owner will pay for and/or waive the permit application fee, if applicable.

** Pending permits will be provided to the Contractor as soon as possible.

1.04 CONSERVATION COMMISSION ORDERS:

The Conservation Commission has under the authority of Massachusetts General Laws Chapter 131, Section 40, issued an Order of Conditions on the work under this contract.

This Order is to become a part of the Contract Documents and the Contractor shall perform all work in strict conformance with said Order. A copy of this Order is attached to this section.

PART 2 - PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 PERFORM WORK IN ACCORDANCE WITH REQUIREMENTS:

- A. The Contractor shall perform the work in accordance with the Contract Documents, including the attached permits/order of conditions, and any applicable municipal requirements.
- B. Prior to commencing any construction activities, the Contractor shall demonstrate to the Owner and the Owner's Representative, through on-site inspection and submitting copies of permits or approvals, that it is in full compliance with the terms and conditions of all permits specified herein. The Contractor shall maintain full compliance with all permits throughout the performance of the work, and upon request, grant access to permitting authorities to inspect the site for the purpose of verifying such compliance.

END OF SECTION

SECTION 00 43 43

PREVAILING WAGE RATES

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

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General

Contractors of America

Construction Specifications Institute

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1996 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

EJCDC No. 1910-8 (1996 Edition)

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ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

* 12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which

the Agreement is signed and delivered by the last of the two parties to sign and deliver.

* 19. *ENGINEER*--The individual or entity named as such in the Agreement.

* 20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

** 30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

* ~~41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.~~

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

** 43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or

equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, “provide” is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 Copies of Documents

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed *

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

2.04 Starting the Work

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any

Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

~~* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.~~

2.06 Preconstruction Conference

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made

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to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

* A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 Reference Standards

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

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

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A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 Reuse of Documents

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

* A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

**

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for

CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work

in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable *adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or *indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 Reference Points

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

4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those *reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.*

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the

general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the

Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents. *

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to *purchase and maintain. ~~OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.~~

5.04 CONTRACTOR's Liability Insurance

* A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by

CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).*

~~5.05~~ OWNER's Liability Insurance

~~* A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.~~

~~5.06~~ Property Insurance

~~* A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~

~~1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;~~

~~2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that~~

shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3.—include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4.—cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5.—allow for partial utilization of the Work by OWNER;

6.—include testing and startup; and

7.—be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

~~* B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.~~

~~* C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.~~

~~* D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary~~

~~Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~

~~* E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.~~

5.07 Waiver of Rights

* A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance * held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the

Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

~~* A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.~~

~~* B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.~~

5.09 Acceptance of Bonds and Insurance; Option to Replace

~~* A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER~~

~~and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.~~

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

~~* B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.~~

6.02 Labor; Working Hours

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work

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as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

*

6.05 Substitutes and "Or-Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. "*Or-Equal*" Items: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph

6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. Substitute Construction Methods or Procedures:

If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. Engineer's Evaluation: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an

approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. Special Guarantee: OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. ENGINEER's Cost Reimbursement: ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. CONTRACTOR's Expense: CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities

performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

** F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 Patent Fees and Royalties

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is

specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

** A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 Laws and Regulations

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an

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adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

**** 6.10 Taxes**

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

**** 6.11 Use of Site and Other Areas**

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready

for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 Safety and Protection

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other

individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to

enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal;

and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. ENGINEER's Review

* 1. ENGINEER will ~~timely~~ review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. Resubmittal Procedures

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as

OWNER and CONTRACTOR may otherwise agree in writing.

6.19 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 Indemnification

* ~~A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,~~

attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

~~1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and~~

~~2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.~~

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

* ~~C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:~~

~~1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or~~

~~2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.~~

ARTICLE 7 - OTHER WORK

7.01 Related Work at Site

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 Replacement of ENGINEER

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 Furnish Data

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 Pay Promptly When Due

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 Insurance

~~* A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.~~

8.07 Change Orders

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 Limitations on OWNER's Responsibilities

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S Representative

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

*

9.02 Visits to Site

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and

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responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Clarifications and Interpretations

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

**

9.05 Authorized Variations in Work

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 Rejecting Defective Work

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed

Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 Shop Drawings, Change Orders and Payments

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 Determinations for Unit Price Work

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 Decisions on Requirements of Contract Documents and Acceptability of Work

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 Limitations on ENGINEER's Authority and Responsibilities

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change

Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent

of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

**

11.01 Cost of the Work

A. *Costs Included:* ~~The term Cost of the Work means the sum of all costs necessarily incurred and paid by CON-~~

~~TRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.~~

1. ~~Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.~~

2. ~~Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.~~

3. ~~Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.~~

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~~4.—Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.~~

~~5.—Supplemental costs including the following:~~

~~a.—The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.~~

~~b.—Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.~~

~~e.—Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.~~

~~d.—Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.~~

~~e.—Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.~~

~~f.—Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.~~

~~g.—The cost of utilities, fuel, and sanitary facilities at the Site.~~

~~h.—Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.~~

~~i.—When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.~~

~~j.—When all the Work is performed on the basis of cost plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.~~

~~B.—Costs Excluded: The term Cost of the Work shall not include any of the following items:~~

~~1.—Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.~~

~~2.—Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.~~

~~3.—Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.~~

~~4.—Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.~~

~~5.—Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.~~

~~C.—CONTRACTOR's Fee: When all the Work is performed on the basis of cost plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a~~

Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

~~D.—Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.~~

~~11.02—Cash Allowances~~

~~A.—It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:~~

~~1.—the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and~~

~~2.—CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.~~

~~B.—Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.~~

~~11.03—Unit Price Work~~

~~A.—Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.~~

~~B.—Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.~~

~~*~~

~~C.—OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:~~

~~1.—the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~

~~2.—there is no corresponding adjustment with respect any other item of Work; and~~

~~3.—if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.~~

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

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~~A.—The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.~~

~~B.—The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:~~

~~1.—where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or~~

~~2.—where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or~~

~~3.—where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).~~

~~C.—CONTRACTOR's Fee: The CONTRACTOR's fee for overhead and profit shall be determined as follows:~~

~~1.—a mutually acceptable fixed fee; or~~

~~2.— if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:~~

~~a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;~~

~~b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;~~

~~e. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;~~

~~d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;~~

~~e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and~~

~~f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.~~

12.02 Change of Contract Times

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 Delays Beyond CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of

CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 Delays Within CONTRACTOR's Control

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 Delays Beyond OWNER's and CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 Delay Damages

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CON-

TRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 OWNER May Stop the Work

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of

engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 Correction Period

*

~~A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.~~

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to

ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 OWNER May Correct Defective Work

* A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make

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a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

~~* 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.~~

B. Review of Applications

~~** 1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.~~

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident

thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

**

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

* ~~A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.~~

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will

within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the

provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other

collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. Review of Application and Acceptance

~~** 1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.~~

C. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

~~** A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.~~

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

*

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equip-

ment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 OWNER May Terminate For Convenience

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

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SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1. DEFINITIONS AND TERMINOLOGY

Add the following language at the beginning of definition 1.01 A.12 entitled "Contract Documents" in the General Conditions:

"The Advertisement for Bids, Instructions to Bidders, State Regulations, ..."

Delete the words "The individual or entity named as such in the Agreement" in 1.01.A.19, "Engineer", and insert the following in their place:

"The individual or entity duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly appointed representatives."

Delete the words "and who is identified as such in the Supplementary Conditions" at the end of definition 1.01 A.20, entitled "ENGINEER'S Consultant."

Delete definition 1.01 A.41 entitled "Specifications" in the General Conditions in its entirety and insert the following in its place:

"Sections included under Division 1 through Division 32 of the Contract Documents."

ARTICLE 2. PRELIMINARY MATTERS

SC-2.02

Delete paragraph 2.02A of the General Conditions in its entirety.

SC-2.03

Add paragraph 2.03B:

Notwithstanding the time limitations provided in paragraph 2.03A, the OWNER may desire to commence the Contract Times later than the sixtieth day after the bid opening. The OWNER and CONTRACTOR, upon mutual agreement, may extend the commencement of the Contract Times to any date that they elect. OWNER must obtain CONTRACTOR's approval for extending the time beyond the dates/times stated in the Contract Documents.

SC-2.05

Delete paragraph 2.05C of the General Conditions in its entirety and insert the following in its place:

“C. Evidence of Insurance: CONTRACTOR shall deliver to OWNER, with a copy to the ENGINEER, Certificates of Insurance within 10 days after receipt of the notice of the acceptance of bid (and other evidence requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with the requirements of Article 5.”

ARTICLE 3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01

Add the following sentence at the end of Paragraph 3.01A of the General Conditions:

"...by all. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion."

ARTICLE 4. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;
REFERENCE POINTS

SC-4.02

Delete the term “Supplementary Conditions” of paragraph 4.02 A of the General Conditions and replace it with “Contract Documents”.

SC-4.04

Change “of” to “or” on line 6 of paragraph 4.04 B.2 of the General Conditions.

Delete the following words from lines 8 and 9 of paragraph 4.04 B.2 of the General Conditions:

“...or not shown or indicated with reasonable accuracy...”

SC-4.05

Add a new paragraph immediately after paragraph 4.05A of the General Conditions which is to read as follows:

- "B. ENGINEER may check the lines, elevations and reference marks set by CONTRACTOR, and CONTRACTOR shall correct any errors disclosed by such check. Such a check shall
- not be considered as approval of CONTRACTOR's work and shall not relieve CONTRACTOR of the responsibility for construction of the entire Work in accordance with the Contract Documents. CONTRACTOR shall furnish personnel to assist ENGINEER in checking lines and grades."

SC-4.06

Delete the term Supplementary Conditions in paragraph 4.06A of the General Conditions and replace it with "Contract Documents".

ARTICLE 5. BONDS AND INSURANCE

NOTICE TO CONTRACTOR:

1. Proof of Insurance coverage shall be furnished to the OWNER in accordance with the schedule for submittal of Bonds and Agreements.
2. Additionally refer to Article 2. PRELIMINARY MATTERS, Paragraph SC-2.05.C

SC-5.01

Insert these sentences following SC-5.01.A: The Surety Company providing the bonds shall have a rating of A or better within the Best Key Rating Guide and be licensed by the Massachusetts Division of Insurance. The CONTRACTOR shall pay the premiums for such Bonds.

SC-5.03

Delete the second sentence in paragraph 5.03A of the General Conditions, which begins "OWNER shall deliver to...."

SC-5.04

The limits of liability for the insurance required by paragraph 5.04A of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

5.04 A.1 and 5.04 A.2 Workers' Compensation.

(1)	Worker's Compensation per	Statutory Requirements
(2)	Coverage B - Employer's Liability	\$100,000/\$500,000/\$100,000

5.04 A.3, 5.04 A.4 and 5.04 A.5 Commercial General Liability Limits shall include coverage for Independent Contractors (also known as Owners and Contractors Protective Liability), explosion, collapse and underground hazard coverage (XCU), broad form property damage, blanket contractual liability and products/completed operations. The general aggregate limits shall be endorsed so that they respond on a per project and per location basis.

Limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

5.04 A.6 Automobile Liability for owned, hired and non-owned vehicles:

(1)	Bodily injury:	\$1,000,000	Combined single limit
(2)	Property damage	\$1,000,000	Combined single limit

Revise the beginning of paragraph 5.04.B.1 to read as follows:

“with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.5 inclusive and paragraph 5.04.C, include as additional insureds...”

Delete paragraph 5.04.B.5 in its entirety and insert the following in its place:

“5. contains a provision that notice of cancellation of insurance be delivered in accordance with policy provisions. In addition, the CONTRACTOR and/or its insurance broker/agent shall immediately notify the OWNER and ENGINEER should any insurance coverage be cancelled. The CONTRACTOR shall immediately stop work on the Project and shall not resume work until the CONTRACTOR provides evidence, to the OWNER and ENGINEER, in the form of

an acceptable insurance certificate, of new insurance coverage that replaces all cancelled coverage that is required for the Project.”

Add two new paragraphs immediately after paragraph 5.04B of the General Conditions which are to read as follows:

“C. The CONTRACTOR shall also provide:

1. CONTRACTOR shall, as a minimum, purchase and maintain excess liability insurance in the umbrella form with a combined single limit of not less than \$5,000,000 per occurrence and in the aggregate. Evidence of such excess liability shall be delivered to OWNER in accordance with paragraph 2.05C in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance.
 - A. General Liability, Workers' Compensation, Automobile Liability and Umbrella Liability Policies will contain waivers of subrogation in favor of the Engineer and Owner.
2. If the aggregate limits of liability indicated in CONTRACTOR' insurance provided in accordance with paragraphs 5.03 and 5.04 are not sufficient to cover all claims for damages arising from his operations under this Contract and from any other work performed by him or if the commercial general liability insurance policy of insurance does not provide that the general aggregate limits apply on a per project and per location basis, CONTRACTOR shall have the policy amended so that the aggregate limits of liability required by this Contract will be available to cover all claims for damages due to operations under this Contract.”

SC-5.05

Delete paragraph 5.05 of the General Conditions in its entirety.

SC-5.06

Delete Paragraph 5.06A of the General Conditions in its entirety.

Delete paragraph 5.06B of the General Conditions in its entirety.

Delete Paragraph 5.06C of the General Conditions in its entirety.

Delete paragraph 5.06D of the General Conditions in its entirety.

Delete paragraph 5.06E of the General Conditions in its entirety.

SC-5.07

Amend the last sentence of paragraph 5.07A of the General Conditions by striking out the words "held by OWNER as trustee or." As so amended, paragraph 5.07A remains in effect.

SC-5.08

Delete paragraph 5.08A of the General Conditions in its entirety.

Delete paragraph 5.08B of the General Conditions in its entirety.

SC-5.09

Delete paragraph 5.09A of the General Conditions in its entirety and insert the following in its place:

"A. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with this Article 5 on the basis of its not complying with the Contract Documents, OWNER will notify CONTRACTOR in writing thereof within thirty days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.05C. CONTRACTOR will provide such additional information in respect of insurance provided by him as OWNER may reasonably request."

ARTICLE 6. CONTRACTOR'S RESPONSIBILITIES

SC-6.01

Delete paragraph 6.01B of the General Conditions in its entirety and replace with the following:

"B. At the site of the Work the CONTRACTOR shall employ a full-time construction superintendent or foreman who shall have full authority to act for the CONTRACTOR. It is understood that such representative shall be acceptable to the ENGINEER and shall be one who will be continued in the capacity for the particular job involved unless the representative ceases to be on the CONTRACTOR's payroll. If at any time during the Work the representative is deemed by the ENGINEER to be no longer acceptable, the representative shall be promptly replaced by the CONTRACTOR. All communications to the superintendent or foreman shall be as binding as if given to the CONTRACTOR."

SC-6.04

Add the following paragraph after paragraph 6.04A.2 of the General Conditions:

"B. The CONTRACTOR's resident superintendent shall attend weekly progress meetings at the site of the work with the ENGINEER and others as appropriate to review schedule status and such other pertinent subjects as may be listed on the agenda by the ENGINEER."

SC-6.05

Revise the second sentence of Paragraph A to read as follows:

"Unless the specification indicates that a proprietary item is called for, other items of material or equipment or material or equipment of other suppliers may be submitted to ENGINEER for review under the circumstances described below, and in accordance with MGL c.30, s.39M."

SC-6.17

In paragraph 6.17 E.1 of the General Conditions, delete the word "timely" from the first line.

SC-6.20

Delete paragraph 6.20A of the General Conditions in its entirety and replace with the following:

"A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER, the ENGINEER, ENGINEER's consultants, and any of their officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the 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, but only to the extent caused in whole or in part by 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 apply to any such claims, damages, losses and expenses which arise and/or are incurred by any person or entity either during the performance of the Work and/or after completion of construction. Nothing in this paragraph shall be construed to negate, abridge, or reduce other rights or obligations of indemnity or contribution which would otherwise exist as to a party or person indemnified hereunder. CONTRACTOR hereby assumes the responsibility and liability for injury to or death of any and all persons, including the CONTRACTOR's employees, and for any and all damage to property caused by, resulting from, or arising out of any act, omission or neglect on the part of the CONTRACTOR, or of any Subcontractor or of anyone directly or indirectly employed by any of them or of anyone for whose acts, any of them may be liable. The Contractor hereby acknowledges its obligation under the foregoing paragraph to indemnify the Engineer and Owner against judgments suffered because of the contractor's

work and to assume the cost of defending the Engineer and Owner against claims as described in the foregoing paragraph."

Delete paragraph 6.20C of the General Conditions in its entirety.

ARTICLE 8. OWNER'S RESPONSIBILITIES

SC-8.02

Delete the phrase "to whom the CONTRACTOR makes no reasonable objection."

SC-8.06

Delete paragraph 8.06A of the General Conditions in its entirety.

SC-8.09

Insert the following after the first sentence:

"However, the OWNER shall have the right to direct the CONTRACTOR to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto."

ARTICLE 9. ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.01

Add a new paragraph 9.01B after paragraph 9.01A of the General Conditions, which is to read as follows:

"B. Nothing contained in the Contract Documents shall be construed to create a contractual relationship of any kind (1) between the ENGINEER and CONTRACTOR, (2) between the OWNER and a Subcontractor or Subcontractors, or (3) between any person or entities other than the OWNER and CONTRACTOR. The ENGINEER shall, however, be entitled to performance and enforcement of obligations under the CONTRACT DOCUMENTS intended to facilitate performance of the ENGINEER'S duties."

SC-9.10

Insert the following after the first sentence on paragraph 9.10B:

“However, the ENGINEER shall have the right to direct the CONTRACTOR to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”

ARTICLE 11. COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

Delete Article 11 of the General Conditions in its entirety and replace with the following:

"A. The unit price of an item of Unit Price work shall be subject to reevaluation and adjustment under the following conditions:

- (1) If the total extended bid price [Estimated Quantity times the Bid Unit Price] of a particular item of Unit Price Work amounts to 5 percent or more of the Original Contract Price and the variation in the quantity of the particular item of Unit Price Work performed by CONTRACTOR differs by more than 15 percent from the estimated quantity of such item indicated in the Agreement;
and
- (2) If there is no corresponding adjustment with respect to any other item of work; and
- (3) If CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed. If OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, OWNER shall be entitled to an adjustment in the unit price in an amount determined by the ENGINEER. ENGINEER shall not be liable in connection with any determination relating to adjustments which is rendered in good faith."

ARTICLE 12. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC-12.01

Delete paragraph 12.01 in its entirety.

SC-12.06

Delete Article 12.06B in its entirety and replace with the following:

"B. The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Designer on account of any delay in the commencement or performance of any of the work or any delay or suspension of any portion of the work, whether such delay is caused by the Owner, the Designer, or otherwise except as provided for within the prevailing statutes. The Contractor acknowledges that the

SUPPLEMENTARY CONDITIONS

Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in the Contract Documents. The Contractor will under no circumstances be eligible for additional compensation on account of any delay even if an extension of time is granted by the Owner.

- C. Change Order requests for an extension of time under this paragraph must be submitted no later than 14 calendar days from the commencement of the event giving rise to the claimed delay, and must be accompanied by a detailed analysis identifying each action(s) or additional work item(s) which caused the delay and identifying exactly which items along the critical path were impacted or delayed. Accumulating the amount of time required to complete a series of additional work items or delays and adding this time to the original Contract Time will not be considered justification for an extension of time. To justify an extension of Contract Time, the Contractor must prove clearly and convincingly that the critical path for construction has been impacted by circumstances beyond the control of the Contractor and that the CPM schedule cannot be revised to eliminate the need for the requested time extension.”

Add the following new paragraphs after paragraph 12.06 of the General Conditions:

“12.07 Liquidated Damages:

- A. If the CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for completing the work. Such damages may be retained from time to time by the OWNER from progress payments or any amounts owing to the CONTRACTOR, or otherwise collected.
- B. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodical estimates.
- C. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein as definite and certain length of times if fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the CONTRACTOR shall not be charged with liquidated damages of any excess cost when the OWNER determines that the CONTRACTOR is without fault and the CONTRACTOR's reasons for the time extension

SUPPLEMENTARY CONDITIONS

are acceptable to the OWNER; Provided, further, that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- 1) to any preference, priority or allocation order duly issued by the Government;
 - 2) to unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
 - 3) to any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections C (1) and C (2) above;
- D. Provided, further, that the CONTRACTOR shall, within thirty (30) days from the beginning of such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract, notify the OWNER, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter."

ARTICLE 13. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.07

Delete paragraph 13.07A of the General Conditions and insert the following in its place:

- "A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such defective work, or, if it has been rejected by OWNER, remove it from the site and replace it with work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other work or the work of others therefrom. If CONTRACTOR does not begin the repairs within ten (10) days of receipt of written notification and promptly comply with the terms of OWNER's written instructions, or in an emergency where delay would cause serious risk, loss or damage, OWNER may have the defective work corrected or the rejected work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR."

SC-13.09

Revise paragraph 13.09A of the General Conditions

- A. Delete the word “seven” and replace it with the word “ten” so that it reads “after ten days written notice to CONTRACTOR.”

ARTICLE 14. PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02

Delete paragraph 14.02A.3 and insert the following in its place:

- "3. Retainage with respect to progress payments will be five percent or, if stipulated, the maximum allowed by law."

Add Paragraph 4. to read as follows:

- "4. The CONTRACTOR shall submit Weekly Payroll Records Report and Statement of Compliance verifying compliance with the Minimum Prevailing Wage Law, MGL ch. 149, Sections 26-27H. These Statements of Compliance shall be submitted as a condition of payment for work performed during the period the reports apply."

SC-14.03

Delete paragraph 14.03A in its entirety and insert the following in its place:

- "A. CONTRACTOR warrants and guarantees that title to all work, material and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than at the time of Application for Payment free and clear of all liens. CONTRACTOR shall provide written transfer of title and a certified paid invoice provided by the supplier."

ARTICLE 15. SUSPENSION OF WORK AND TERMINATION

SC-15.02

Add a new paragraph immediately after paragraph 15.02 A.4 of the General Conditions which is to read as follows:

- "5. If the Work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet, without the previous written consent of OWNER, or if the contract or

any claim thereunder shall be assigned by CONTRACTOR otherwise than as herein specified;"

ARTICLE 17. MISCELLANEOUS

SC-17.06, 17.07, 17.08, 17.09

Add the following new paragraphs after paragraph 17.05 of the General Conditions:

"17.06 Assignment:

- A. The CONTRACTOR shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder until thirty (30) days prior notice in writing has been given to the OWNER of the intention to assign, which notice shall state the identity and address of the prospective assignee. No assignment shall be made without the OWNER's prior written consent. Such consent shall not be unreasonably withheld. In case the CONTRACTOR assigns all or any part of the moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the CONTRACTOR shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract."

17.07 Liability

It is understood and agreed that members of the OWNER or the ENGINEER or any agent or employees of the OWNER signing this Agreement shall not be personally liable hereunder for any action incurred in connection with this Agreement.

17.08 State Statutes and Regulations

See Section 00830 for further modifications of the General Conditions due to state statutes and regulations.

17.09 Severability

If any provision of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement and of such terms and conditions, except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law."

Mill Brook Corridor & Wellington Park Revitalization Project
Town of Arlington, MA

Weston & Sampson
100% Construction Documents
January 28, 2019

END OF SECTION

SECTION 01 11 00

CONTROL OF WORK AND MATERIALS

PART 1 – GENERAL

Not Used.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 HAULING, HANDLING AND STORAGE OF MATERIALS:

- A. The Contractor shall, at its own expense, handle and haul all materials furnished by it and shall remove any of its surplus materials at the completion of the work.
- B. The Contractor shall provide suitable and adequate storage for equipment and materials furnished by it that are liable to injury and shall be responsible for any loss of or damage to any equipment or materials by theft, breakage, or otherwise.
- C. All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such location as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.
- D. The Contractor shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.

3.02 EASEMENTS:

- A. As indicated on the drawings, the work is located in easements obtained by the Owner. The Contractor has no rights outside of the easements unless they are obtained from the property owner.
- B. Contractor shall schedule work so that it will cause minimum inconvenience and nuisance to abutting property owners, over the shortest possible time.

- C. Easements shall be kept clean; no rubbish or discarded construction materials shall be allowed to accumulate. Storage of excess construction materials, including soil, ledge, equipment, or machinery on easements will not be allowed.
- D. Restoration of fences, shrubs, trees and grass shall be completed promptly following completion of the work in an easement, to minimize disruption and inconvenience to property owners.
- E. Unless approved by the Owner's Representative, the use of easements for ease of access to and egress from other areas of the project will not be permitted.

3.03 OPEN EXCAVATIONS:

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at its own expense, provide suitable and safe means for completely covering all open excavations and for accommodating travel when work is not in progress.
- B. Bridges provided for access to private property during construction shall be removed when no longer required.
- C. The length of open trench will be controlled by the particular surrounding conditions but shall always be confined to the limits prescribed by the Owner's Representative.
- D. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, then special construction procedures shall be taken, such as limiting the length of trench and prohibiting stocking excavated material in the street.
- E. All street excavations shall be completely closed at the end of each work day. Backfilling or use of steel plates of adequate strength to carry traffic shall be used.

3.04 MAINTENANCE OF TRAFFIC:

- A. Unless permission to close the street is received in writing from the proper authority, all excavated materials and equipment shall be placed so that vehicular and pedestrian traffic may be safely maintained at all times.
- B. Should the Chief of Police deem it necessary, uniformed officers will be assigned to direct traffic. The Contractor shall make all arrangements in obtaining uniformed officers required.
- C. The Contractor shall at its own expense, as directed by the Police Traffic Control/Safety Officer, provide and erect acceptable barricades, barrier fences, traffic signs, and all other

traffic devices not specifically covered in a bid item, to protect the work from traffic, pedestrians, and animals. The Contractor shall provide sufficient temporary lighting such as lanterns/flashers (electric battery operated) or other approved illuminated traffic signs and devices to afford adequate protection to the traveling public, at no additional cost to the Owner.

- D. The Contractor shall furnish all construction signs that are deemed necessary by and in accordance with Part VI of the Manual on Uniform Traffic Control Devices as published by the U.S. Department of Transportation. In addition, the Contractor may be required to furnish up to 128 square feet of additional special construction warning signs. Size and exact wording of signs shall be determined by the Owner's Representative during construction.
- E. The intent of policing is to ensure public safety by direction of traffic. Police officers are not to serve as watchmen to protect the Contractor's equipment and materials.
- F. Nothing contained herein shall be construed as relieving the Contractor of any of its responsibilities for protection of persons and property under the terms of the Contract.

3.05 CARE AND PROTECTION OF PROPERTY:

The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be promptly restored by the Contractor, at its expense, to a condition similar or equal to that existing before the damage was done, to the satisfaction of the Owner's Representative.

3.06 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES:

- A. All existing utilities, pipes, poles, wires, fences, curbing, property line markers and other structures which the Owner's Representative decides must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from damage by the contractor. Should such property be damaged, it shall be restored by the Contractor, at no additional cost to the Owner.
- B. The Contractor shall determine the location of all underground structures and utilities (including existing water services, drain lines, electrical lines, and sewers). All costs or charges resulting from damage thereto shall be paid by Contractor.

- C. On paved surfaces the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment with treads or wheels which are shaped so as to cut or otherwise damage such surfaces.
- D. All property damaged by the Contractor's operations shall be restored to a condition at least equal to that in which it was found immediately before work was begun. Suitable materials and methods shall be used for such restoration.
- E. Restoration of existing property and structures shall be carried out as promptly as practicable and shall not be left until the end of the construction period.

3.07 MAINTENANCE OF FLOW:

- A. The Contractor shall at its own cost, provide for the flow of sewers and drains interrupted during the progress of the work, and shall immediately cart away and dispose of all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the Owner's Representative well in advance of the interruption of any flow.
- B. All existing drainage facilities including, but not limited to; brooks, streams, canals, channels, ditches, culverts, catch basins and drainage piping shall be adequately safeguarded so as not to impede drainage or to cause siltation of downstream areas in any manner whatsoever. If the Contractor damages or impairs any of the aforesaid drainage facilities, it shall repair the same within the same day.
- C. At the conclusion of the work, the Contractor shall remove all silt in drainage structures caused by its operations as described in Section 01 74 13, CLEANING UP.

3.08 REJECTED MATERIALS AND DEFECTIVE WORK:

- A. Materials furnished by the Contractor and condemned by the Owner's Representative as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the Contractor, and shall not be made use of elsewhere in the work.
- B. Any errors, defects or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Owner's Representative.
- C. The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or his employees, as determined by the Owner's Representative, occurring previous to the final payment.

3.09 SANITARY REGULATIONS:

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such locations as may be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit the committing of nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the Owner's Representative. The sanitary conveniences specified above shall be the obligation and responsibility of the Contractor.

3.10 SAFETY AND HEALTH REGULATIONS:

This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (454 CMR 10.0 et. seq.)." The Contractor shall be familiar with the requirements of these regulations.

3.11 SITE INVESTIGATION:

The Contractor acknowledges that it has satisfied itself as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the drawings and specifications made a part of this contract. Any failure of the Contractor to acquaint itself with available information will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusion or interpretation made by the Contractor on the basis of the information made available by the Owner.

END OF SECTION

SECTION 01 12 16

SCOPE AND SEQUENCE OF WORK

PART 1 – GENERAL

1.01 WORK INCLUDED:

A. Scope of work includes but is not limited to:

- Removal and disposal of existing stone dust pathway and fencing
- Removal and disposal of a portion of masonry and concrete brook stabilization edge
- Removal of invasive plant species, selected trees, and clearing and grubbing of undergrowth in areas indicated on the plans
- Furnish and installation of new boardwalk pathway and overlook
- Furnish and installation of flood storage area, including rip rap and planted slopes, new planting and stone weirs within Mill Brook
- Furnish and installation of new black vinyl chain link fence and new wooden handrail
- Rough and fine grading
- Restoration of disturbed lawn areas and hydroseeding of new 'no mow' areas as indicated on the plans

1.02 RELATED WORK:

A. SECTION 01 11 00 – CONTROL OF WORK AND MATERIALS

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 GENERAL:

- A. The Contractor shall be responsible for scheduling its activities and the activities of any subcontractors involved, to meet the completion date, or milestones, established for the contract. Scheduling of the work shall be coordinated with the Owner and Owner's Representative.
- B. The Construction Sequence Requirements shall be used by the Contractor to form a complete schedule for the project, which shall be coordinated with the Owner and Engineer. Prior to performing any work at the site, the Contractor shall submit a detailed plan to the Engineer for review. The plan shall describe the proposed sequence, methods, and timing of the work.

END OF SECTION

SECTION 01 14 00

SPECIAL PROVISIONS

PART 1 - GENERAL

Not used

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3.01 WATER FOR CONSTRUCTION PURPOSES:

- A. In locations where water is in sufficient supply, the Contractor may be allowed to use water without charge for jetting backfill and other construction purposes. The express approval of the Owner shall be obtained before water is used. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of unrestricted use.
- B. If no water is available, the Contractor shall supply water at no additional cost to the Owner.

3.02 DIMENSIONS OF EXISTING STRUCTURES:

Where the dimensions and locations of existing structures are of critical importance in the installation or connections of new work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment that is dependent on the correctness of such information.

3.03 OCCUPYING PRIVATE PROPERTY:

The Contractor shall not enter upon nor occupy with men, equipment or materials any property outside of the Owner's property, except with the written consent of the property owner or property owner's agent.

3.04 EXISTING UTILITY LOCATIONS – CONTRACTOR'S RESPONSIBILITY:

- A. The location of existing underground services and utilities shown on the drawings is based on available records. It is not warranted that all existing utilities and services are shown, or that shown locations are correct. The Contractor shall be responsible for

having the utility companies locate their respective utilities on the ground prior to excavating.

- B. To satisfy the requirements of Massachusetts law, Chapter 82, Section 40, the Contractor shall, at least 72 hours, exclusive of Saturdays, Sundays and holidays, prior to excavation in the proximity of telephone, gas, cable television and electric utilities, notify the utilities concerned by calling "DIG SAFE" at telephone number: 1-888-344-7233.
- C. The Contractor shall coordinate all work involving utilities and shall satisfy itself as to the existing conditions of the areas in which it is to perform his work. It shall conduct and arrange its work so as not to impede or interfere with the work of other contractors working in the same or adjacent areas.

3.05 COORDINATION OF WORK:

The General Contractor shall be responsible for coordinating its own work as well as that of any subcontractors. It shall be responsible for notification of the Owner's Representative when each phase of work is expected to begin and the approximate completion date.

3.06 TIME FOR COMPLETION OF CONTRACT:

The time for completion of this contract is stipulated in the Form of/for General Bid. The Bidder shall base his bid on completing the proposed work by the completion date stipulated in the Bid Form, located in the BIDDING AND CONTRACT REQUIREMENTS.

3.07 WETLANDS PROTECTION SIGN:

A sign not less than two square feet in size shall be displayed at the site. The sign shall bear the words "Massachusetts Department of Environmental Protection, Wetland Division, File Number ____."

3.08 PROJECT SIGN:

- A. The sign shall be erected within ten (10) days after the construction contract is awarded. The sign shall be fabricated, erected, and maintained by the Contractor.
- B. The Contractor shall provide adequate support for the sign as determined by the Owner's Representative. All supports, trim, and back of sign shall be painted with at least two coats of exterior paint.

- C. The project sign shall be maintained by the Contractor in good condition at all times for the duration of construction. The Contractor shall remove the sign upon completion of construction.

3.09 COMPLIANCE WITH PERMITS:

- A. The Contractor shall perform all work in conformance with requirements of the Permits, which appear in Section 00 31 43 – PERMITS.

3.10 PROTECTION OF AQUIFER:

The Contractor's attention is directed to the fact that the construction area is located within the watershed of the existing water supply. The Contractor shall take extra precautions to ensure that no pollutants enter the groundwater table from the construction area. The Contractor shall not store fuels or other hazardous materials or potential contaminants on the construction site. In the event of a spill, the Contractor shall immediately notify the Owner's Representative.

3.11 CONTRACTOR'S REPRESENTATIVE:

The Contractor shall designate a representative who will be available to respond to emergency calls by the Owner at any time day and night and on weekends and holidays should such a situation arise.

3.12 VISUAL RECORDING:

Before beginning construction, the Contractor shall make a color DVD recording along the entire work length. One complete recording, for the entire project length, shall be furnished to the Owner's Representative prior to the start of the work. The visual recording shall be identified by street name, as applicable, and station.

3.13 HOURS OF CONSTRUCTION ACTIVITY:

- A. The Contractor shall conduct all construction activity between 7:00 a.m. and 5:00 p.m., Monday through Friday. No construction work shall be allowed on Saturdays, Sundays or Holidays without written authorization from the Owner.

3.14 CONSTRUCTION CREWS:

The Contractor shall not increase the number of construction crews assigned to the work without providing one-week advance notice to the Owner's Representative.

3.15 MASSACHUSETTS DATA SECURITY REGULATIONS:

The Contractor is required to comply with data security regulations contained in 201 CMR 17.00 that have been established to safeguard personal information of Massachusetts residents contained in paper or electronic records. The Contractor shall not submit to the Owner's Representative or Owner documents in paper or electronic form that contain personal information (person's name combined with one or more of the following – Social Security Number, driver's license number or state-issued identification card number, financial institution account number, or credit or debit card number). Any document submitted to the Owner's Representative that violates this provision shall be returned to the Contractor and the Contractor shall remove personal information from the document prior to resubmitting it to the Owner's Representative. The Contractor shall require each Subcontractor to also comply with the MA data security regulations insofar as they involve submittal of personal information to the Owner's Representative and Owner.

END OF SECTION

SECTION 01 31 19.23

CONSTRUCTION MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. This Section specifies requirements for project meetings including but not limited to Pre-Construction Conference and Progress Meetings.
- B. It shall be the responsibility of the Contractor to coordinate work between all subcontractors, sections, and trades required for the proper completion of the Work.

1.02 PRE-CONSTRUCTION CONFERENCE:

- A. After the bids have been opened but prior to the start of the construction there will be a pre-construction conference to discuss the phasing and scheduling of the Project. The specific time and place of the conference shall be arranged by the Owner's Representative after the Contract has been awarded.
- B. This pre-construction conference is intended to establish lines of communication between the parties involved, review responsibilities and personnel assignments, establish project schedules, discuss proposed performance methods, and coordinate Work to be performed by subcontractors.
- C. Authorized representatives of the Owner, Owner's Representative and their consultants, the Contractor, its Superintendent and Site Foreman, and all others invited by the Contractor, shall attend the pre-construction conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- D. Discuss items of significance at the pre-construction conference that could affect progress including at least the following:
 - 1. Tentative construction schedule
 - 2. Critical Work sequencing
 - 3. Designation of responsible personnel

4. Procedures for processing field decisions and Change Orders
5. Procedures for processing Applications for Payment
6. Review of Davis Bacon and other federal requirements
7. Distribution of Contract Documents
8. Submittal of Shop Drawings, Product Data and Samples
9. Preparation of record documents
10. Use of the premises
11. Office, work and storage, and laydown areas
12. Equipment deliveries
13. Construction safety procedures
14. Environmental health and safety procedures
15. First aid
16. Security
17. Housekeeping
18. Working hours
19. Traffic Control
20. Emergency Vehicle Access to and around work site
21. Environmental protection measures for construction site

1.03 PROGRESS MEETINGS:

- A. During the course of the Project, the Contractor shall attend weekly progress meetings as scheduled by the Owner. The Owner, based on work progress and activities, may adjust the progress meetings to biweekly or other. The attendance of subcontractors may be required during the progress of the Work. The Contractor's delegate to the meeting shall be prepared and authorized to discuss the following items:

1. Progress of Work/Critical Work Sequencing in relation to Contract Schedule
2. Proposed Work activities for forthcoming period
3. Resources committed to Contract
4. Coordination of Work with others
5. Status of procurement of equipment and materials
6. Status of Submittals
7. Outstanding actions, decisions, or approvals that affect Work activities
8. Site access and/or security issues
9. Hazards and risks
10. Housekeeping
11. Quality issues

12. Potential Claims
13. Change Orders
14. Costs, budget, and payment requests

- B. The Contractor shall revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized and the revised schedule shall be submitted to the Owner's Representative and Owner.

PART 2 - PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01 32 16

CONSTRUCTION SCHEDULING

PART 1- GENERAL

1.01 PROGRAM DESCRIPTION

- A. A Critical Path Method (CPM) construction schedule shall be used to control the work of this Contract and to provide a definitive basis for determining job progress. The Contractor shall prepare the construction schedule. All work shall be done in accordance with the established CPM schedule and the Contractor and his subcontractors shall be responsible for cooperating fully with the Owner's Representative and the Owner in effectively utilizing the CPM schedule.
- B. The CPM schedule to be prepared and submitted by the Contractor shall consist of a CPM network (diagram of activities) and a computer-generated schedule (print-out) as specified herein. The format shall be the activity-on-node precedence network.
- C. The Contractor shall develop his own outline of the work and prepare his proposed CPM schedule. The computer-based schedule shall be the product of a recognized commercial computer software producer and shall meet all of the requirements defined herein.

1.02 QUALIFICATIONS

- A. The Contractor shall have the capability of preparing and utilizing the specified CPM scheduling technique. A statement of CPM capability shall be submitted by the Contractor in writing to the Owner's Representative within 10 days after the issuance of the Notice to Proceed to verify that either the Contractor's organization has in-house capability qualified to use the technique or that the Contractor employs a consultant who is so qualified. Capability shall be verified by description of the construction projects to which the Contractor or his consultant has successfully applied the CPM scheduling technique and which were controlled throughout the duration of the project by means of systematic use and updating of a computer-based CPM schedule. The submittal shall include the name of the individual on the Contractor's staff who will be responsible for the CPM schedule and for providing the required updating information.

1.03 NETWORK REQUIREMENTS

- A. The network shall show the order and inter-dependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities.

- B. Detailed network activities shall include: construction activities, the submittal and approval of shop drawings, the procurement of materials and equipment, fabrication of materials and equipment and their delivery, installation and testing. The Contractor shall break the work into activities with durations no longer than twenty working days each, except as to non-construction activities (such as procurement of materials and delivery of equipment) and any other activities for which the Owner's Representative may approve the showing of longer duration. To the extent feasible, activities related to a specific physical area of the work should be grouped on the network for ease of understanding and simplification.
- C. Separate activities shall be provided for each significant identifiable function in each trade area in each facility. Activities shall be so identified that there will be no reasonable doubt as to how much work remains on each. Specific activities which shall be included are: all subcontract work, all interface work between subcontractors and between the Contractor and subcontractors, leakage tests of pipelines, electrical connections to each item of equipment, supplier and manufacturer technical assistance, mechanical connections to each item of equipment, all tests, concrete finishing, each item of site work, (including restraints on other activities) and all utilities, fuels and chemicals.
- D. Each activity on the network shall have the following indicated on the NODE representing it.
1. A single duration (i.e., the single best estimate of elapsed time considering the scope of the work involved in the activity and the resources planned for accomplishing the activity) expressed in working days.
 2. A five character (or less) code indicative of the party responsible for accomplishing the activity.
 3. A cost estimate for each activity which, when accumulated with the cost of all activities, equals the total contract cost. Estimated overhead and profit shall be prorated throughout all activities. Materials costs shall be assigned to delivery activities.
 4. A brief description of the activity.
- E. The selection and number of activities shall be subject to the Owner's Representative's approval. The detailed network need not be time scaled but shall be drafted to show a continuous flow from left to right with no flow from right to left. In addition to the brief description, the Contractor shall submit a separate list of all activities containing a detailed narrative of the scope of each activity, including the trades, subcontractors involved, and number of man-hours estimated.
- F. To the extent that the network or any revision thereof shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Owner's Representative. Failure to include on a network any element

of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the review of the network by the Owner's Representative.

- G. Except where earlier completions are specified, CPM schedules, which show completion of all work prior to the contract completion date, may be approved by the Owner's Representative but in no event shall they be acceptable as a basis for claim for delay against the Owner by the Contractor.

1.04 COMPUTER-GENERATED SCHEDULE REQUIREMENTS

- A. Each computer-generated schedule submittal from the CPM activity network shall include the following tabulations: a list of activities in numerical order, a list of activity precedence's, a schedule sequenced by Early Start Date and a schedule sequenced by Total Float. Each schedule shall include the following minimum items:

1. Activity numbers
2. Estimated duration
3. Activity description
4. Early start date (calendar dated)
5. Early finish date (calendar dated)
6. Latest allowable start date (calendar dated)
7. Latest allowable finish date (calendar dated)
8. Status (whether critical)
9. Estimated cost of the activity
10. Total float and free float

- B. In addition, each schedule shall be prefaced with the following summary data:

1. Contract name and number
2. Contractor's Name
3. Contract duration
4. Contract schedule

5. The effective or starting date of the schedule.

- C. The workday to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays, adverse weather and all other special requirements of the work.

1.05 SUBMITTALS

- A. Within 10 days following the issuance of the Notice to Proceed, the Contractor shall submit 4 copies of the CPM Schedule to the Owner's Representative for review and acceptance. The Contractor shall submit to the Owner's Representative a preliminary network defining the planned operations during the first 60 calendar days after the issuance of the Notice to Proceed. The Contractor's general approach for the balance of the project shall be indicated. Cost of activities expected to be completed or partially completed before submission and approval of the complete network shall be included.

1.06 APPROVED CPM SCHEDULE

- A. Following review by the Owner's Representative, the Contractor shall incorporate the Owner's Representative's comments into the network and submit five prints and two reproducibles of the revised network and two copies of the computer-generated schedule. This final submittal shall be delivered to the Owner's Representative within 60 days after the issuance of the Notice to Proceed.
- B. CPM schedules, which contain activities showing negative, float or which extend beyond the contract completion date in the computer-generated schedule will not be approved.
- C. The approved network shall then be the approved CPM schedule to be used by the Contractor for planning, organizing and directing the work, and reporting progress.
- D. Approval of the CPM activity network by the Owner's Representative is advisory only and shall not relieve the Contractor of responsibility for accomplishing the work within the contract completion date. Omissions and errors in the approved CPM schedule shall not excuse performance less than that required by the Contract. Approval by the Owner's Representative in no way makes the Owner's Representative an insurer of the CPM schedule's success or liable for time or cost overruns flowing from its shortcomings. The Owner hereby disclaims any obligation or liability by reason of approval by its agent, the Owner's Representative, of the CPM schedule.
- E. The CPM activity network shall be submitted on sheets 24-in by 36-in and may be divided into as many separate sheets as required. An electronic file in PDF format shall be submitted concurrent with the hard copy schedule.

1.07 PROGRESS REPORTING

- A. Progress under the approved CPM schedule shall be evaluated monthly by the Contractor. Not less than seven days prior to each monthly progress meeting, The Contractor shall evaluate the status of each activity on which work has started or is due to start, based on the preceding CPM schedule; to show actual progress, to identify those activities started and those completed during the previous period, to show the estimated time required to complete or the percent complete of each activity started but not yet completed and to reflect any changes indicated for the network. Activities shall not be considered complete until they are, in fact, 100 percent complete.
- B. At each progress meeting the Contractor shall submit a narrative report based on the CPM schedule evaluation described above, in a format agreed upon by the Contractor and the Owner's Representative. The report shall include a description of the progress during the previous period in terms of completed activities, an explanation of each activity which is showing a delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates and an explanation of corrective action taken or proposed. This report, as well as the CPM Status Report, will be discussed at each progress meeting.

1.08 RESPONSIBILITY FOR SCHEDULE COMPLIANCE

- A. Whenever it becomes apparent from the current CPM schedule and narrative report that delays to the critical path have resulted and the contract completion date will not be met, the Contractor shall take some or all of the following actions at no additional cost to the Owner. He shall submit to the Owner's Representative for approval, a written statement of the steps he intends to take to remove or arrest the delay to the critical path in the approved schedule.

1.09 ADJUSTMENT OF CONTRACT SCHEDULE AND COMPLETION TIME

- A. If the Contractor desires to make changes in his method of operating which affect the approved CPM schedule, he shall notify the Owner's Representative in writing stating what changes are proposed and the reason for the change. If the Owner's Representative approves these changes, the Contractor shall revise and submit for approval, without additional cost to the Owner, all of the affected portions of the CPM network. The Contractor shall adjust the CPM schedule only after prior approval of his proposed changes by the Owner's Representative.
- B. If the completion of any activity, whether or not critical, falls more than 100 percent behind its approved duration, the Contractor shall submit for approval a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.
- C. Shop drawings which are not approved on the first submittal or within the schedule time and equipment which do not pass the specified tests shall be immediately rescheduled.

- D. The contract time will be adjusted only for causes specified in this Contract. In the event the Contractor requests an extension of any contract completion date, he shall furnish such justification and supporting evidence as the Owner's Representative may deem necessary to determine whether the Contractor is entitled to an extension of time under the provisions of this Contract. The Owner's Representative will, after receipt of such justification and supporting evidence, make findings of fact and will advise the Contractor in writing thereof. If the Owner's Representative finds that the Contractor is entitled to any extension of any contract completion date, the Owner's Representative's determination as to the total number of day's extension shall be based upon the currently approved CPM schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule. Actual delays in activities, which, according to the CPM schedule, do not affect any contract completion date shown by the critical path in the network, will not be the basis for a change therein.
- E. Each request for change in any contract completion date shall be submitted by the Contractor to the Owner's Representative within 30 days after the beginning of the delay for which a time extension is requested but before the date of final payment under this Contract. No time extension will be granted for requests, which are not submitted within the foregoing time limit.

END OF SECTION

SECTION 01 32 33

CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This section covers construction progress photographs to be furnished by the Contractor on the project.
- B. Construction photographs shall be provided by a commercial photographer acceptable to the Owner's Representative.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHS AND PRINTS:

- A. Digital photographs shall be in .gif, .jpeg, .bmp or .tif format.
- B. Photographs shall be taken using a digital camera before groundbreaking, weekly throughout the Work, and on final acceptance of the project.
- C. Twenty-four views shall taken once per week. The Owner's Representative shall approve selection of views.

PART 3 - EXECUTION

3.01 EMAIL DELIVERY:

- A. The digital photographs shall be delivered to the Owner's Representative via email within six days of exposure.
- B. Digital photographs turned over to the Owner's Representative shall be retained by the Owner's Representative for future reference during the project.

END OF SECTION

SECTION 01 33 23

SUBMITTALS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The Contractor shall provide the Owner's Representative with submittals as required by the contract documents.

1.02 RELATED WORK:

- A. Divisions 1 – 32 of these specifications that require submittals.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 GENERAL:

- A. As required by the General Conditions, Contractor shall submit a schedule of shop and working drawing submittals.
- B. The Contractor shall submit the shop and working drawing submittals either electronically or hard copy.

3.02 ELECTRONIC SUBMITTALS:

- A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Owner's Representative by email (davida@wseinc.com) or on Compact Disc (mail to Weston & Sampson Owner's Representatives, attention: CSD), one electronic copy in Portable Document Format (PDF) of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.
- B. Each electronic copy of the shop or working drawing shall be accompanied by the Owner's Representative's standard shop drawing transmittal form, included as Exhibit 1 of this section (use only for electronic submittals), on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, Contractor and building, equipment or structure.
- C. The Contractor shall receive a shop drawing memorandum with the Owner's Representative's approval or comments via email.

3.03 HARD COPY SUBMITTALS:

- A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Owner's Representative, by mail (to Weston & Sampson Owner's Representatives, attention: JL), six (6) copies each of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.
- B. Each shipment of drawings shall be accompanied by the Owner's Representative's (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, Contractor and building, equipment or structure.

3.04 SHOP AND WORKING DRAWINGS:

- A. Shop and working drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish of shop coat, grease fittings, etc., depending on the subject of the drawings. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for this Contract.
- B. All shop and working drawings shall be submitted to the Owner's Representative by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24-inch by 36-inch sheets, except those, which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Owner, Project, Contractor and building, equipment or structure to which the drawing applies, and shall be suitably numbered. Each shipment of drawings shall be accompanied by the Owner's Representative's (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names mentioned above.
- C. Only drawings that have been prepared, checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Owner's Representative, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Contract Documents in all respects. Shop drawings shall be reviewed and marked with the date, checker's name and indication of the Contractor's approval, and only then shall be submitted to the Owner's Representative. Shop drawings unsatisfactory to the Contractor shall be returned directly to their source for correction, without submittal to the Owner's Representative. Shop drawings submitted to the Owner's Representative without the Contractor's approval stamp and

signature will be rejected. Any deviation from the Contract Documents indicated on the shop drawings must be identified on the drawings and in a separate submittal to the Owner's Representative, as required in this section of the specifications and General Conditions.

- D. The Contractor shall be responsible for the prompt submittal and resubmittal, as necessary, of all shop and working drawings so that there will be no delay in the work due to the absence of such drawings.
- E. The Owner's Representative will review the shop and working drawings as to their general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections of comments made on the drawings during the review do not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner. The review of the shop drawings is general and shall not relieve the Contractor of the responsibility for details of design, dimensions, code compliance, etc., necessary for interfacing with other components, proper fitting and construction of the work required by the Contract and for achieving the specified performance. The Owner's Representative will review submittals two times: once upon original submission and a second time if the Owner's Representative requires a revision or corrections. The Contractor shall reimburse the Owner amounts charged to the Owner by the Owner's Representative for performing any review of a submittal for the third time or greater.
- F. With few exceptions, shop drawings will be reviewed and returned to the Contractor within 30 days of submittal.
- G. No material or equipment shall be purchased or fabricated especially for this Contract nor shall the Contractor proceed with any portion of the work, the design and details of which are dependent upon the design and details of equipment or other features for which review is required, until the required shop and working drawings have been submitted and reviewed by the Owner's Representative as to their general conformance and compliance with the project and its Contract Documents. All materials and work involved in the construction shall then be as represented by said drawings.
- H. Two copies of the shop and working drawings and/or catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when he needs more than two copies or when so requested.

3.05 SAMPLES:

- A. Samples specified in individual Sections include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work,

small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the Owner's Representative or Owner for independent inspection and testing, as applicable to the work.

- B. The number of samples submitted shall be as specified. Submittal and processing of samples shall follow the procedures outlined for shop and working drawings unless the specifications call for a field submittal or mock-up.
- C. Acceptance of samples will be acknowledged via a copy of the transmittal noting status. When samples are not acceptable, prompt resubmittal will be required.

3.06 OPERATING AND MAINTENANCE MANUALS AND SPARE PARTS LISTS:

- A. Where reference is made in technical specification sections to operating and maintenance manuals and/or spare parts lists, the Contractor shall submit four copies to the Owner's Representative for review in accordance with the instructions furnished under "Shop and Working Drawings." If the submittal is complete and does not require any changes, an acknowledgement (copy of transmittal) will be returned noting status. If the submittal is incomplete or does require changes, corrections, additions, etc., two copies of the submittal will be returned with a copy of transmittal noting status. Four copies of the final operating and maintenance manuals and/or spare parts list shall be delivered to the Owner's Representative prior to or with the equipment when it is delivered to the job site. For systems requiring field adjustment and balancing, such as heating and ventilating, the Contractor shall submit separate test results and adjustment data on completion of the work, to be incorporated into the system manual.
- B. The information included in the manual shall be as described in the specification sections, but as a minimum shall contain clear and concise instructions for operating, adjusting, lubricating and maintaining the equipment, an exploded assembly drawing identifying each part by number and a listing of all parts of the equipment, with part numbers and descriptions required for ordering spare parts. Spare parts lists shall include recommended quantity and price.
- C. Operating and maintenance manuals shall be in durable loose-leaf binders, on 8½-inch by 11-inch paper, with diagrams and illustrations either on 8½-inch by 11 inch or multiple foldouts. The instructions shall be annotated to indicate only the specific equipment furnished. Reference to other sizes or models of similar requirement shall be deleted or neatly lined out.
- A. Submit operation and maintenance manuals and spare parts lists in accordance with this section.

END OF SECTION

EXHIBIT 1 TO SECTION 01 33 23 SUBMITTALS

SHOP DRAWING TRANSMITTAL FORM

Shop Drawing Transmittal		Weston & SampsonSM	
<p>Instruction for Preparing Transmittal No action will be taken on any item unless accompanied by this form. TRANSMITTAL NOS. to be consecutive (1, 2, 3, etc.). Each resubmittal of same item shall use same number with suffix letter (A, B, etc.). SPEC. SECT. NO.: Only one spec. section no. to each transmittal. DESCRIPTION: Complete identification of document or group of documents. SOURCE: Originator of document(s) being submitted.</p>		<p>DRAWING NO.: Identification of document(s). CONTRACT DRAWING REFERENCE: Contract drawing number(s) showing details of document(s). SPECIAL INSTRUCTIONS: Special cases and emergencies, changes in distribution and special handling requests, etc. should be entered here. SIGNATURE OF CONTRACTOR: Signature of individual who reviews and approves material prior to submittal to engineer.</p>	
THIS SECTION TO BE COMPLETED BY CONTRACTOR			
TRANSM. NO.	SPEC. SECT. NO.	DATE	CONTRACTORS JOB NO. W&S JOB NO.
PROJECT NAME & CONTRACT NO.		LOCATION	
Attention: JL (lukendaj@wseinc.com) Weston & Sampson 85 Devonshire Street Boston, MA 02109		F R O M	
ITEM NO.	DESCRIPTION	SOURCE	DRAWING NO. CATALOG NO. BROUCHURE, ETC. NO. OF COPIES CONTRACT DRAWING REF. ACTION CODE REVIEWED BY
1			
2			
3			
4			
THIS CERTIFIES THAT ALL ITEMS SUBMITTED HEREWITH HAVE BEEN CHECKED BY THE CONTRACTOR, ARE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, EXCEPT AS NOTED, AND ARE APPROVED BY THE CONTRACTOR FOR THIS PROJECT.			
THIS SECTION TO BE COMPLETED BY WESTON & SAMPSON			
ACTION CODE: 1. NO EXCEPTIONS TAKEN 2. MAKE CORRECTIONS NOTED 3. AMEND AND RESUBMIT 4. REJECTED-SEE REMARKS 5. ACKNOWLEDGEMENT 6. SUBMITTAL NOT REQUIRED, RETURNED WITHOUT REVIEW		SIGNATURE & TITLE WESTON & SAMPSON	

SECTION 01 56 26

TEMPORARY CHAIN LINK FENCE

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The Contractor shall provide all labor, materials and appurtenances necessary for the installation, maintenance and dismantling of 8-foot temporary fencing.
- B. The Contractor shall be responsible for securing the site from trespassers. Existing fencing exists on portions of the site as shown on the Contract Drawings; it will be at the discretion of the Contractor to determine whether the existing fence is suitable for site safety and security. The Contractor shall install temporary fencing across lengths of damaged/unsuitable fencing to secure the site and prevent trespassers, in the locations shown on the Contract Drawings.

1.02 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

- A. Six sets of manufacturers literature of the materials specified herein shall be submitted to the Owner's Representative for review.
- B. Six sets of shop drawings of the temporary chain link fence and gates shall be submitted to the Owner's Representatives for review.
 - 1. Shop drawings shall indicate layout of temporary fencing, location and size of gates, existing pavement and roads, and other site specific conditions. Prepare drawing after site observation and verification of existing conditions.

PART 2 - PRODUCTS-GALVANIZED

2.01 TEMPORARY CHAIN LINK FENCING

- A. Unless otherwise indicated, type of 8-foot temporary chain link fencing shall be Contractor's option. Following types are acceptable:
 - 1. New materials or previously used salvaged chain link fencing in good condition.
 - 2. Posts: Galvanized steel pipe of diameter to provide rigidity. Post shall be suitable for setting in concrete footings, driving into ground, anchoring with base plates, or inserting in precast concrete blocks.
 - 3. Fabric: Woven galvanized steel wire mesh. Provide in continuous lengths to be wire tied to fence posts or prefabricated into modular pipe-framed fence panels.

- B. Gates: Provide gates of the quantity and size indicated on the Contract Drawings or required for functional access to Site.
 - 1. Fabricate of same material as used for fencing.
 - 2. Vehicle gates:
 - a. Minimum width: 20 feet to allow access for emergency vehicles.
 - b. Capable of manual operation by one person.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. The fence and gates shall be erected by skilled mechanics in accordance with the recommendations of the manufacturer and these specifications. These specifications shall take precedence over the recommendations of the manufacturer if any discrepancy exists between them.
- B. Posts
 - 1. Maximum post spacing shall be 10-feet. Post spacing shall be uniform and posts shall be plumb.
 - 2. Drive posts, set in holes and backfill, or anchor in precast concrete blocks.
 - 3. For soft and unstable ground conditions, cast concrete plug around post.
 - 4. Posts over pavement: Use steel post plates or precast concrete blocks.
 - 5. Gate posts: Use bracing or concrete footings to provide rigidity for accommodating size of gate.
 - 6. Temporary terminal posts shall be securely connected to existing fence posts to prevent site access/trespassing.
- C. Securely attach wire fabric to posts. Maximum area of unbraced fence fabric shall not exceed 1,500 square feet.
- D. Install with required hardware.
- E. Fabric shall be stretched taut, with the bottom edge following the existing grade, and shall be a continuous mesh between terminal posts. Each span of fabric shall be attached independently at terminal posts. Where terminal posts do not have provisions for weaving fabric to posts, stretcher bars shall be placed through the end weave of the fabric

and secured to the post with bar bands spaced not more than 15-inches apart on the post. Temporary terminal posts shall be secured to existing fence posts to prevent Site access/trespassing.

- F. Fabric shall be attached with ties to line posts at intervals of not more than 14-inches (and to the top railing and braces at intervals not exceeding 24-inches).
- G. The bottom tension wire shall be interlaced in the weave of the fabric, pulled taut and fastened to terminal posts.

3.02 MAINTENANCE AND REMOVAL

- A. Maintain fencing in good condition. If damaged, immediately repair.
- B. Remove temporary fencing upon completion of Work or when no longer required for security or control. Backfill holes and compact. Holes in pavement shall be surfaced to match existing paving. Repair damage caused by installation of temporary fencing.

END OF SECTION

SECTION 01 57 19

ENVIRONMENTAL PROTECTION

PART 1 – GENERAL

1.01 DESCRIPTION:

- A. The work covered by this section of the specifications consists of furnishing all labor, materials, tools and equipment and performing all work required for the prevention of environmental pollution during and as a result of construction operations under this contract.
- B. The requirements set forth in this section of the specifications apply to cross-country areas, river and stream crossings, and construction in and adjacent to wetlands, unless otherwise specifically stated.
- C. All work under this Contract shall be in accordance with the Conservation Commissions' Orders of Conditions as well as any conditional requirements applied, all of which are attached to Section 00 31 43, PERMITS.
- D. Prior to commencement of work, the Contractor shall meet with representatives of the Owner's Representative to develop mutual understandings relative to compliance of the environmental protection program.

1.02 RELATED WORK:

- A. Section 00 31 43, PERMITS
- B. Section 01 33 23, SUBMITTALS
- C. Section 31 00 00, EARTHWORK
- D. Section 31 11 00, CLEARING AND GRUBBING
- E. Section 31 23 19, DEWATERING
- F. Section 31 50 00, SUPPORT OF EXCAVATION

1.03 SUBMITTALS:

- A. The Contractor shall submit for approval six sets of details and literature fully describing environmental protection methods to be employed in carrying out construction activities within 100 feet of wetlands or across areas designated as wetlands.

PART 2 - PRODUCTS

2.01 SILT FENCE:

- A. The silt fence shall consist of a 3-foot wide continuous length sediment control fabric, stitched to a mesh backing, and stapled to preweathered oak posts installed as shown on the drawings. The oak posts shall be 1-1/4-inches by 1-1/4-inches (Minimum Dimension) by 48-inches and shall be tapered. The bottom edge of the silt fence shall be buried as shown on the drawings.
- B. The silt fence shall be DOT Silt Fence PPDM3611, as manufactured by U.S. Silt & Site Supply/Getesco, Concord, NH, or approved equal.
- C. Silt fence properties:

Physical Properties	Test Method	Minimum Value
Grab Strength, lbs.	ASTM-D-4632	124
Grab Elongation, %	ASTM-D-4632	15
Mullen burst, psi	ASTM-D-3786	300
Puncture, lbs.	ASTM-D-4833	65
Trapezoidal Tear, lbs.	ASTM-D-4833	65
UV Resistance ² , % ³	ASTM-D-4355	80@500 hrs.
AOS, US Sieve No.	ASTM-D-4751	30
Flow Rate, gal/min/sq ft	ASTM-D-4491	10
Permittivity,(1/sec)gal/min/sq ft	ASTM-D-4491	0.05 sec ⁻¹

2.02 STRAW BALES:

- A. Straw bales shall consist of certified seed free stems of agricultural grain and cereal crops and shall be free of grasses and legumes. Standard bales shall be 14-inches high, 18- inches wide and 36- to 40-inches long tied with polypropylene twine and weigh within 5 percent of 7 lbs. per cubic ft.

2.03 STRAW WATTLES:

- A. Straw Wattles shall consist of a 100% biodegradable exterior jute or coir netting with 100% wheat straw interior filling as manufactured by Granite Environmental, Inc., Sebastian, Florida (Phone: 888-703-9889; website: www.erosionpollution.com), or approved equal.

2.04 CATCH BASIN PROTECTION:

- A. To trap sediment and to prevent sediment from clogging drainage systems, catch basin protection in the form of a siltation sack (Siltsack as manufactured by ACF Environmental, Inc. or approved equal) shall be provided as approved by the Owner's Representative.

PART 3- EXECUTION

3.01 NOTIFICATION AND STOPPAGE OF WORK:

- A. The Owner's Representative will notify the Contractor in writing of any non-compliance with the provisions of the Order of Conditions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails to act promptly, the Owner may order stoppage of all or part of the work through the Owner's Representative until satisfactory corrective action has been taken. No claim for an extension of time or for excess costs or damage incurred by the Contractor as a result of time lost due to any stop work orders shall be made unless it was later determined that the Contractor was in compliance.

3.02 AREA OF CONSTRUCTION ACTIVITY:

- A. Insofar as possible, the Contractor shall confine his construction activities to those areas defined by the plans and specifications. All land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction at least equal to that which existed prior to work under this contract.

3.03 PROTECTION OF WATER RESOURCES:

- A. The Contractor shall not pollute streams, brooks, or reservoirs with fuels, oils, bitumens, calcium chloride, acids or other harmful materials. It is the Contractor's responsibility to comply with all applicable Federal, State, County and Municipal laws regarding pollution of rivers and streams.
- B. Special measures should be taken to insure against spillage of any pollutants into public waters.

3.04 CONSTRUCTION IN AREAS DESIGNATED AS WETLANDS ON THE DRAWINGS:

- A. Insofar as possible, the Contractor shall make every effort to minimize disturbance within areas designated as wetlands or within 100-feet of wetland resource areas. Total easement widths shall be limited to the widths shown.

- B. The Contractor shall perform his work in such a way that these areas are left in the condition existing prior to construction.
- C. The elevations of areas designated as wetlands shall not be unduly disturbed by the Contractor's operations outside of the trench limits. If such disturbance does occur, the Contractor shall take all measures necessary to return these areas to the elevations which existed prior to construction.
- D. In areas designated as wetlands, the Contractor shall carefully remove and stockpile the top 24 inches of soil. This topsoil material shall be used as backfill for the trench excavation top layer. The elevation of the trench shall be restored to the preconstruction elevations wherever disturbed by the Contractor's operation.
- E. The Contractor shall use a trench box, sheeting or bracing to support the excavation in areas designated as wetlands.
- F. Excavated materials shall not be permanently placed or temporarily stored in areas designated as wetlands. Temporary storage areas for excavated material shall be as required by the Owner's Representative.
- G. The use of a temporary gravel roadway to construct the pipeline in the wetlands area is not acceptable. The Contractor will be required to utilize timber or rubber matting to support his equipment in these areas. The timber or rubber matting shall be constructed in such a way that it is capable of supporting all equipment necessary to install the pipeline. The timber or rubber matting shall be constructed of materials and placed in such a way that when removed the material below the matting will not be unduly disturbed, mixed or compacted so as to adversely affect recovery of the existing plant life.
- H. During construction, easements within wetlands shall be lined with a continuous line of straw wattles (aka compost filter tube, silt/filter sock).

3.05 PROTECTING AND MINIMIZING EXPOSED AREAS:

- A. The Contractor shall limit the area of land which is exposed and free from vegetation during construction. In areas where the period of exposure will be greater than two (2) months, temporary vegetation, mulching or other protective measures shall be provided as specified.
- B. The Contractor shall take account of the conditions of the soil where temporary cover crop will be used to ensure that materials used for temporary vegetation are adaptive to the sediment control. Materials to be used for temporary vegetation shall be approved by the Owner's Representative.

3.06 LOCATION OF STORAGE AREAS:

- A. The location of the Contractor's storage areas for equipment and/or materials shall be upon cleared portions of the job site or areas to be cleared as a part of this project, and shall require written approval of the Owner's Representative. Plans showing storage facilities for equipment and materials shall be submitted for approval of the Owner's Representative.
- B. No excavated materials or materials used in backfill operations shall be deposited within a minimum distance of one hundred (100) feet of any watercourse or any drainage facility. Adequate measures for erosion and sediment control such as the placement of baled hay around the downstream perimeter of stockpiles shall be employed to protect any downstream areas from siltation.
- C. There shall be no storage of equipment or materials in areas designated as wetlands and in areas within the 100-foot wetland buffer.
- D. The Owner's Representative may designate a particular area or areas where the Contractor may store materials used in his operations.
- E. Storage areas in cross-country locations shall be restored to pre-construction conditions with the planting of native species of trees and shrubs.

3.07 PROTECTION OF LANDSCAPE:

- A. The Contractor shall not deface, injure, or destroy trees or shrubs nor remove or cut them without written authority from the Owner. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorages unless specifically authorized by the Owner's Representative. Excavating machinery and cranes shall be of suitable type and be operated with care to prevent injury to trees which are not to be removed, particularly overhanging branches and limbs. The Contractor shall, in any event, be responsible for any damage resulting from such use.
- B. Branches, limbs, and roots shall not be cut except by permission of the Owner's Representative. All cutting shall be smoothly and neatly done without splitting or crushing. When there is unavoidable injury to branches, limbs and trunks of trees, the injured portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint as directed.
- C. Where, in the opinion of the Owner's Representative, trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment or by his blasting or other operations, the Owner's Representative may require the Contractor to adequately protect such trees by placing boards, planks, poles or fencing around them. Any trees or landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the expense of the Contractor. The Owner's Representative will decide what method of restoration shall be used, and whether damaged trees shall be treated

and healed or removed and disposed of under the provisions of Section 31 11 00, CLEARING AND GRUBBING.

- D. Cultivated hedges, shrubs, and plants which could be injured by the Contractor's operations shall be protected by suitable means or shall be dug up, balled and temporarily replanted and maintained. After construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is re-established. If cultivated hedges, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced by items of a kind and quality at least equal to that existing at the start of the work.

3.08 CLEARING AND GRUBBING:

- A. The Contractor shall clear and grub only on the Owner's land or the Owner's easements, and only the area required for construction operations, as approved by the Owner's Representative. Removal of mature trees (4-inches or greater DBH) will not be allowed on temporary easements.
- B. The Contractor shall not remove trees in the Owner's temporary easements without permission of the Owner's Representative.

3.09 DISCHARGE OF DEWATERING OPERATIONS:

- A. Dewatering operations shall conform to Section 31 23 19 of these specifications.

3.10 DUST CONTROL:

- A. During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities, including sweeping and sprinkling of streets as necessary, to minimize creation and dispersion of dust. If the Owner's Representative decides it is necessary to use calcium chloride for more effective dust control, the Contractor shall furnish and spread the material, as directed.
- B. Calcium Chloride shall not be used for dust control within a drainage basin or in the vicinity of any source of potable water.

3.11 SEPARATION AND REPLACEMENT OF TOPSOIL:

- A. Topsoil shall be carefully removed from cross-country areas where excavations are to be made, and separately stored to be used again as required. The topsoil shall be stored in an area acceptable to the Owner's Representative and adequate measures shall be employed to prevent erosion of said material.

3.12 BALED HAY:

- A. To trap sediment and to prevent sediment from clogging drainage systems, baled hay shall be used where shown on the drawings. Care shall be taken to keep the bales from breaking apart. The bales should be securely staked to prevent overturning, flotation, or displacement. All deposited sediment shall be removed periodically. Hay bales shall not be placed within a waterway during construction of the pipeline crossing.

3.13 ERECTION AND MAINTENANCE OF SILT FENCE:

- A. Where indicated on the drawings or where required by the Owner's Representative, the Contractor shall erect and maintain a temporary silt fence. In areas designated as wetlands, the Contractor shall line the limits of the construction easement with a silt fence. The silt fence shall be used specifically to contain sediment from runoff water and to minimize environmental damage caused by construction.

3.15 CATCH BASIN PROTECTION:

- A. Catch basin protection shall be used for every catch basin, shown on the plans or as required by the Owner's Representative, to trap sediment and prevent it from clogging drainage systems and entering wetlands. Siltation sack shall be securely installed under the catch basin grate. Care shall be taken to keep the siltation sack from breaking apart or clogging. All deposited sediment shall be removed periodically and at times prior to predicted precipitation to allow free drainage flow. Prior to working in areas where catch basins are to be protected, each catch basin sump shall be cleaned of all debris and protected. The Contractor shall properly dispose of all debris at no additional cost to the Owner.
- B. All catch basin protection shall be removed by the Contractor after construction is complete.

3.16 STRAW WATTLES:

- A. The wattles will be placed in a shallow trench (2-3 inches deep) and staked in the ground using wooden stakes driven at 4-foot intervals. The wooden stakes will be placed at a minimum depth of 24-inches into the ground.
- B. The wattles shall be regularly inspected and before and after every forecasted major weather event. All deposited sediment shall be removed and not allowed to accumulate to the top of the wattles. Wattles damaged during construction shall be repaired or replaced as required by the Owner's Representative at no additional cost to the Owner.
- C. The Contractor shall remove all wattles after construction is completed.

END OF SECTION

SECTION 01 74 13

CLEANING UP

PART 1 - GENERAL

1.01 DESCRIPTION:

The Contractor must employ at all times during the progress of its work adequate cleanup measures and safety precautions to prevent injuries to persons or damage to property. The Contractor shall immediately, upon request by the Owner's Representative provide adequate material, equipment and labor to cleanup and make safe any and all areas deemed necessary by the Owner's Representative.

1.02 RELATED WORK:

- A. Section 01 11 00 CONTROL OF WORK AND MATERIALS
- B. Section 01 14 00 SPECIAL PROVISIONS
- C. Section 01 57 19 ENVIRONMENTAL PROTECTION

PART 2 - PRODUCTS

Not applicable

PART 3 - EXECUTION

3.01 DAILY CLEANUP:

- A. The Contractor shall clean up, at least daily, all refuse, rubbish, scrap and surplus material, debris and unneeded construction equipment resulting from the construction operations and sweep the area. The site of the work and the adjacent areas affected thereby shall at all times present a neat, orderly and workmanlike appearance.
- B. Upon written notification by the Owner's Representative, the Contractor shall within 24 hours clean up those areas, which in the Owner's Representative's opinion are in violation of this section and the above referenced sections of the specifications.
- C. If in the opinion of the Owner's Representative, the referenced areas are not satisfactorily cleaned up, all other work on the project shall stop until the cleanup is satisfactory.

3.02 MATERIAL OR DEBRIS IN DRAINAGE FACILITIES:

- A. Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, gutters, drains, pipes, structures, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, pipes, structures, and work shall, upon completion of the work, be left in a clean and neat condition.

3.03 REMOVAL OF TEMPORARY BUILDINGS, STRUCTURES AND EQUIPMENT:

- A. On or before completion of the work, the Contractor shall, unless otherwise specifically required or permitted in writing, tear down and remove all temporary buildings and structures it built; shall remove all temporary works, tools and machinery or other construction equipment it furnished; shall remove all rubbish from any grounds which it has occupied; shall remove silt fences and hay bales used for trapping sediment; and shall leave the roads and all parts of the property and adjacent property affected by its operations in a neat and satisfactory condition.

3.04 RESTORATION OF DAMAGED PROPERTY:

- A. The Contractor shall restore or replace, when and as required, any property damaged by its work, equipment or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk and landscaping work. Materials, equipment, and methods for such restoration shall be as approved by the Owner's Representative.

3.05 FINAL CLEANUP:

- A. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the construction site to its original or specified condition. This cleanup shall include removing all trash and debris off of the premises. Before acceptance, the Owner's Representative shall approve the condition of the site.

END OF SECTION

SECTION 01 78 00

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers administrative and procedural requirements for closing out the project, including, but not limited to:
 - 1. Project as-built documents
 - 2. Checkout and Certification
 - 3. Startup and Testing
 - 4. Final Cleaning
 - 5. Substantial Completion
 - 6. Closeout Procedures
 - 7. Final Completion
 - 8. Correction/Warranty Period
- B. Closeout checklist to be completed by the Owner's Representative.

1.02 RELATED WORK:

- A. General Requirements in their entirety.
- B. Section 01 74 13, CLEANING UP
- C. Division 2 through Division 32.

1.03 AS-BUILT DOCUMENTS:

- A. Contractor shall maintain on site, separate from the documents used for construction, one set of the documents listed below, and as construction progresses, shall legibly record on these documents all changes made during construction.
 - 1. Contract Drawings.
 - 2. Specifications.

3. Addenda.
4. Change Orders and other Modifications to the Contract.
5. Reviewed shop drawings, product data, and samples.
6. Written interpretations and clarifications.
7. Field Orders.
8. Field test reports properly verified.

- B. The completed set of as-built documents shall be submitted to the Owner's Representative with the final Application for Payment.

1.04 CHECKOUT AND CERTIFICATIONS:

- A. Prior to checkout and certifications the following tasks shall be completed:

1. Construction shall be complete. For this purpose, completion of construction is defined as follows:
 - a. The Contractor has completed construction and erection of the work in conformance with the Contract Drawings and Specifications.
 - b. The Contractor has installed and adjusted operating equipment, systems, or facilities, as applicable, as defined by the manufacturers' erection, installation, operation and maintenance instructions.
2. All shop drawings shall have final approval.
3. All shop tests shall be complete and approved test results submitted to the Owner's Representative.

1.05 START-UP AND TESTING:

- A. Prior to start-up the following tasks shall be complete:

1. All checkout and certifications shall be satisfactorily completed,
2. All operations and maintenance manuals shall be approved,

1.06 FINAL CLEANING:

- A. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 - 1. Clean the site, including areas of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to smooth, even textured surfaces.
 - 2. Remove waste and surplus materials, rubbish, fencing equipment, temporary utilities and construction facilities from the site, unless otherwise required by the Owner's Representative.
 - 3. Comply with requirements of Section 01 74 13 CLEANING UP.

1.07 SUBSTANTIAL COMPLETION:

- A. Substantial Completion is officially defined in the General and Supplementary Conditions. The date of substantial completion will be certified by the Owner's Representative. This date will not be certified until the following requirements have been satisfied by the Contractor:
 - 1. All field tests have been satisfactorily completed and reports forwarded to the Owner's Representative.
 - 2. All spare parts have been satisfactorily delivered to the Owner. Spare parts are for the exclusive use of the Owner when the facility has been turned over. Contractor is responsible for all maintenance and repair materials required until the facility is accepted by the Owner.

1.08 CLOSEOUT PROCEDURES:

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and is complete in accordance with Contract Documents and ready for Owner's Representative's and Owner's inspection.
- B. Accompany Owner's Representative and Owner on inspection to verify conformance with the Contract Documents. Prepare a punch list of work items that have been determined by inspection to not conform to Contract Documents. Punch list items shall include work items that are missing, incomplete, damaged, incorrect items, or improperly installed or constructed. The Contractor shall correct the punch list deficiencies by re-work, modifications, or replacement, as appropriate, until the items conform to the Contract Documents. The initial punch list shall be produced by the Contractor, with copies to the Owner's Representative and Owner. When the Contractor has reduced the number of deficient items to a reasonable level, the Owner's Representative will develop a definitive punch list for the use of the Contractor.

- C. Provide submittals to Owner's Representative that are required by governing or other authorities.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. The Contractor shall submit the following documents with or prior to Final Application for Payment: Set of as-built documents, Contract Completion and Acceptance Certificate, Consent of Surety to Final Payment, Release and Waiver of Liens and Claims, Affidavit of Payment of Debts and Claims, and remaining releases, waivers, warranties/guarantees, and all other data required by the Contract Documents.

1.09 FINAL COMPLETION:

- A. Prior to final completion, the following tasks shall be completed:
 - 1. All items in the punch list shall be completed.
 - 2. All Contract closeout documentation shall be submitted to and accepted by the Owner's Representative.

1.10 CORRECTION/WARRANTY PERIOD:

- A. During the correction period, the Contractor shall correct all deficiencies in materials.
- B. During the warranty period, the Contractor shall perform all corrective work on warranty deficiencies.
- C. Corrective work will be identified by the Owner's Representative or Owner, as appropriate. The Contractor will be notified of the item(s) requiring corrective work.
- D. The Contractor shall begin work on all corrective work within ten days of being notified of the deficiency by the Owner's Representative and shall then work continuously until the deficiency is corrected. Upon completion of the corrective work, the Contractor shall submit a letter report to the Owner's Representative describing the deficiency and the corrective action that was taken.
- E. The Contractor shall coordinate all corrective work with the Owner's Representative and/or the Owner.

1.11 COMPLETION CHECKLIST:

- A. The Project Completion Checklist, which follows, shall be completed as the project nears completion. When the project has been fully completed, Final Payment can be approved.

PROJECT COMPLETION CHECKLIST

Owner _____ Job No.

Project

As part of the project closeout, all items listed below must be checked off as being complete or otherwise accounted for. The person verifying completion of the item shall list the completion date and his/her initials.

Project Closeout Checklist		
	Date Completion Verified	Verified by
AS-BUILT DOCUMENTS HANDED OVER		
1. Contract Drawings		
2. Specifications		
3. Addenda		
4. Change Orders/Contract Modifications		
5. Reviewed Shop Drawings, Product Data and Samples		
6. Written Interpretations/Clarifications		
7. Field Orders		
8. Field Test Reports		
EQUIPMENT CHECKOUT AND CERTIFICATIONS		
1. Construction Complete per Drawings/Specifications		
3. All Shop Drawings have Final Approval		
4. All Shop Tests Complete and Results Submitted		

Project Closeout Checklist		
	Date Completion Verified	Verified By
START-UP AND TESTING		
1. All Checkout and Certifications Complete		
2. All O&M Manuals Approved		
FINAL CLEANING		
1. All Construction Facilities Removed		
2. All Construction Debris Removed		
3. All Areas Swept/Cleared		
SUBSTANTIAL COMPLETION		
3. All Field Tests Completed and Reports Submitted		
5. All Spare Parts Provided		
CLOSEOUT PROCEDURES		
1. Written Certification Submitted that Work is Ready for Owner & Owner's Representative Inspector		
2. Inspection by Owner, Owner's Representative, Contractor completed		
3. Punch List of Nonconforming Items Prepared		
4. Documents Required by Governing or Other Authorities Submitted (List Them)		
5. Final Application for Payment Received		
6. Contract Completion and Acceptance Certificate Submittal		
7. Consent of Surety to Final Payment Submittal		
8. Release and Waiver of Liens and Claims Submitted		
9. Affidavit of Payment of Debts and Claims Submitted		
10. Warranties/Guarantees Submitted		
11. Other Required Releases and Waivers Submitted (List Them)		
12. Permits Submitted (List Them)		
13. Weekly Payrolls Submitted as Required by Law		

Project Closeout Checklist				
	Date Completion Verified	Verified By		
FINAL COMPLETION				
1. All Items in Punch List Completed				
2. All Other Required Documentation Submitted (List It)				
CORRECTION/WARRANTY PERIOD				
1. Correction Period Start Date: _____ End Date: _____				
2. Specific Warranties Provided				
<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 50%;"><u>Item</u></td> <td style="border: none; width: 50%;"><u>Warranty Duration</u></td> </tr> </table>	<u>Item</u>	<u>Warranty Duration</u>		
<u>Item</u>	<u>Warranty Duration</u>			

Full name of persons signing their initials on this checklist:

END OF SECTION

SECTION 01 78 39

PROJECT AS-BUILT RECORD DRAWINGS

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers the Contractors As-Built Record drawings for the project. The As-Built Record drawings for the project shall include, but are not limited to:

A. Draft Record Documents Review

Upon completion of the project construction the Contractor shall submit a complete copy of 24- by 36-inch Record Drawings to the Owner and the Owner's Representative for review. The Owner and the Owner's Representative shall jointly review the Record Drawings and provide comments to the Contractor. The Contractor shall modify the Record Drawings as necessary based on the comments provided by the Owner and the Owner's Representative.

B. Final Record Documents

Upon incorporation and acceptance of the Draft Record Drawings comments from the Owner and the Owner's Representative, the Contractor shall submit the Final Record Drawings and documentation. The Contractor shall submit two sets of 24- by 36-inch Record Drawings to the Owner and an additional two sets of 24- by 36-inch Record Drawings to the Owner's Representative for their records. The Contractor shall also submit to the Owner's Representative a minimum 20 gigabyte flash drive with the electronic Record Drawing files. The electronic Record Drawing files shall be obtained from the Owner (the Owner's Representative shall provide on behalf of the Owner if the Owner's Representative was the project designer) and developed in AutoCAD 2010/Revit 2017 (or later) and the submittal shall include the Final AutoCAD DWG/Revit RVT file documents, drawing line types, blocks, etc. The actual version of AutoCAD/Revit shall be coordinated with the Owner's Representative.

C. Pre- and Post-Construction Survey

The Contractor shall perform a pre- and post-construction survey of the entire project area. The topographic survey shall be performed by or under the supervision of and certified by a Registered Land Surveyor in the State of Massachusetts. The Contractor shall also submit to the Owner's Representative a minimum 20 gigabyte flash drive with the electronic pre- and post-construction survey files. The Contractor shall send the electronic pre- and post-construction

survey files to the Owner's Representative which shall be developed in AutoCAD 2010/ Revit 2017 (or later) and the submittal shall include the Final AutoCAD DWG / Revit RVT file documents, drawing line types, blocks, etc. The actual version of AutoCAD / Revit shall be coordinated with the Owner's Representative. The Contractor shall notify the Owner and Owner's Representative at least 48-hours in advance of each survey.

1.02 RELATED WORK:

- A. General Requirements in their entirety.
- B. Division 02 through Division 32.

1.03 AS-BUILT DOCUMENTS:

- A. Contractor shall maintain on site, separate from the documents used for construction, one complete set of the documents listed below, and as construction progresses, shall legibly record on these documents all changes made during construction.
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Written interpretations and clarifications.
 - 7. Field Orders.
 - 8. Field test reports properly verified.
- B. The completed set of documents shall include but are not limited to:
 - 1. Significant deviations of any nature made during construction.
- C. The completed set of as-built documents shall be submitted to the Owner's Representative with the final Application for Payment.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PROJECT AS-BUILT RECORD DRAWINGS

SECTION 02 41 13

SELECTIVE SITE DEMOLITION

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. Work under this Section shall consist of the careful removal, storage for reuse, transportation off-site, or demolition, of all structures and site features encountered or noted to be removed or abandoned to a minimum of three feet below finished grade, and the removal and disposal of all materials not called for to be reused or salvaged, in accordance with the contract drawings, these specifications, and Owner's Representative's requirements. Provide all labor, equipment, materials and transportation necessary to complete the work.
- B. Items plan referenced to be removed and stored shall be carefully removed and stored on site in a manner and location designated by the Owner's Representative for reinstallation later as shown on the plans or as indicated by the Owner's Representative.
- C. Items plan referenced, or as indicated by the Owner's Representative to be removed and disposed of, shall be removed from the site and properly and legally disposed of by the Contractor.
- D. Items indicated on the contract drawings or in the specifications to be removed and salvaged, or other items required to be removed by the Owner's Representative, shall be transported to a municipal storage facility, located within the Town confines, and unloaded and stacked as required by the Owner's Representative.
- E. Items indicated on the contract drawings or in the specification to be removed and reset shall be carefully removed and reset in the same location as existing according to the specification and details.
- F. The following scope describes the general work/demolition requirements of this Section.
 - 1. Stonedust surfacing and concrete slabs.
 - 2. Chain link fencing and footings complete.
 - 3. Portion of the masonry and concrete brook stabilization edge.

4. Benches and footings complete.
5. Receptacle and mounting complete.
6. Other features as indicated on the drawings.

1.02 PROTECTION:

- A. The Contractor shall assume complete responsibility and liability for the safety and structural integrity of all work and utilities to remain during demolition.
- B. Provide safeguards including, but not limited to, warning signs, barricades, temporary fences, warning lights and other items required for protection of personnel and the general public during performance of all work.
- C. All features related to protection shall be maintained until that work has been completed to the point when such safeguards are no longer required.

1.03 SPECIAL REQUIREMENTS:

- A. The Contractor shall salvage items labeled to be demolished and transport these to the Owner's Town Yard unless these are called for to be reused, or required by the Owner's Representative to be disposed of.
- B. Install erosion controls to protect adjacent areas from eroded materials likely to enter wetlands, resource areas, or drainage ways/systems, downstream of areas disturbed by work activities.
- C. Where items to be demolished are located within or adjacent to pavements to remain, the Contractor shall make provisions to protect that pavement to remain. Cut concrete pavement back to score line and cut bituminous concrete pavement back far enough so as not to allow disturbance to base course materials. Pavements damaged as a result of Contractor activities shall be replaced to the extent determined by the Owner's Representative at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 BACKFILL:

- A. The Contractor shall provide suitable backfill as specified under Section 31 23 00, EXCAVATION, BORROW, AND BACKFILL of these Specifications, to fill voids left by removal or abandonment of site features.

- B. Suitable materials shall be used as base course fill and topsoil to the depth as specified herein. Restore disturbed areas with similar materials blended to match the line and grades of adjacent surfaces.

2.02 TEMPORARY FENCE:

- A. The work under these Items shall conform to the relevant provisions of section 644 of the MassDOT standard specifications.
- B. The work shall include temporary installation of chain link fence around the perimeter of the work limits where shown on the plans, and as required by the Owner's Representative, and as Contractor sees fit to protect work, as specified in Section 01 56 26, TEMPORARY CHAIN LINK FENCE, in these Specifications.

PART 3 - EXECUTION

3.01 SALVAGEABLE MATERIAL:

- A. Frames, grates and other salvageable material shall be carefully removed to minimize damage and stored for later reuse, transport, or removal from site.

3.02 ABANDONED PIPES OR CONDUITS:

- A. Plug previously abandoned drainpipes encountered with masonry brick at least eight (8) inches in thickness.
- B. Abandon discontinued water supplies that are encountered during the execution of this contract in accordance with Owner requirements.
- C. Electrical conduits encountered and previously abandoned shall be capped or plugged.

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

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 part of this Section of the Specifications.

1.02 DESCRIPTION OF WORK:

- A. Work Included: This Section specifies cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes for the following:
 - 1. Footings
 - 2. Piers
 - 3. Exterior slabs and sidewalks
 - 4. Grout
- B. Items To Be Installed Only:
 - 1. Anchor rods
 - 2. Leveling plates
- C. Items To Be Furnished Only: Not Applicable
- D. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
 - 1. Section 06 10 00, ROUGH CARPENTRY
 - 2. Section 31 00 00, EARTHWORK; Excavation, backfill, and establishment of subgrade elevations.

1.03 SUBMITTALS:

- A. Refer to Section 01 33 23, SUBMITTALS for submittal provisions and procedures.
- B. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, water-stops, joint systems, curing compounds, and others if requested by the Engineer or SER.

- C. Shop drawings for reinforcement detailing, fabricating, bending, and placing concrete reinforcement. Comply with ACI 315 “Manual of Standard Practice for Detailing Reinforced Concrete Structures”. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing and supports for concrete.
- D. Submit shop drawings for all formwork for Architecturally Exposed Concrete (Concrete Exposed to View) showing cone tie patterns.
- E. Concrete mix design for each mix specified. Supporting test data shall be submitted if requested.
 - 1. Submit alternate mix designs when the characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
 - 2. Indicate the amounts of mixing water to be withheld for later addition at the Project site.
- F. Proposed method of curing and associated products.
- G. Proposed precautions for hot weather and cold weather concreting.
- H. Laboratory test reports for concrete materials and mix design test.
- I. Material test reports for the following, from a qualified testing agency, indicating compliance with specification requirements:
 - 1. Aggregates. Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.
- J. Material certificates for each of the following, signed by the manufacturers:
 - 1. Cementitious material.
 - 2. Admixtures
 - 3. Form materials and form-release agents.
 - 4. Steel reinforcement and accessories.
 - 5. Non-metallic shrinkage resistant grout.
 - 6. Curing compounds.
 - 7. Floor and slab treatments.
 - 8. Bonding agents.
 - 9. Adhesives.
 - 10. Semi-rigid joint filler.
 - 11. Repair materials.

- K. Qualification Data: For Installer and Manufacturer.
- L. Minutes of pre-installation conference.

1.04 QUALITY ASSURANCE:

- A. Installer Qualifications: A qualified installer who employs on the Project personnel qualified as ACI certified Flatwork Technician and Finisher and a supervisor who is an ACI certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mix concrete products that complies with ASTM C 94 requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency for Mix Design Qualifications: An independent agency, registered in the State of Massachusetts as an approved testing agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
 - 2. Personnel performing laboratory tests shall be ACI certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician – Grade 1. The Testing Agency Laboratory supervisor shall be an ACI certified Concrete Laboratory Testing Technician – Grade II.
- D. Source Limitations: Obtain each type of class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.
- E. ACI Publications:
 - 1. Comply with the following unless modified by requirements in the Contract Documents:
 - a. ACI 117, "Standard Specifications for Tolerances for Concrete Construction and Materials."
 - b. ACI 211.1, "Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete."
 - c. ACI 214, "Evaluation of Strength Test Results of Concrete."

- d. ACI 301, "Specification for Structural Concrete."
 - e. ACI 304, "Guide for Measuring, Mixing, Transporting and Placing Concrete."
 - f. ACI 305, "Hot Weather Concreting."
 - g. ACI 306, "Cold Weather Concreting."
 - h. ACI 308, "Guide to Curing Concrete."
 - i. ACI 309, "Guide for Consolidation of Concrete."
 - j. ACI 311.1, "ACI Manual of Concrete Inspection."
 - k. ACI 315, "Details and Detailing of Concrete Reinforcement."
 - l. ACI 318, "Building Code Requirements for Structural Concrete and Commentary."
 - m. ACI 347, "Guide for Formwork for Concrete."
 - n. ACI 350, "Code Requirements for Environmental Engineering Concrete Structures"
2. Where the language in any of the documents referred to herein is in the form of a recommendation or suggestion, such recommendations or suggestions shall be deemed to be mandatory under this Contract.
- F. American Society for Testing and Materials (ASTM):
1. ASTM C309 "Liquid Membrane-Forming Compounds for Curing Concrete."
 2. ASTM C494 "Standard Specification for Chemical Admixtures for Concrete."
 3. ASTM C979 "Standard Specification for Pigments for Integrally Colored Concrete."
- G. American Association of State Highway and Transportation Officials (AASHTO):
1. AASHTO M194 "Chemical Admixtures."
- H. Pre-installation Conference: Conduct a conference at the Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Concrete subcontractor.

- e. Structural Engineer.
 - f. Independent testing agency responsible for field testing.
 - g. Owner's Authorized Representative.
 - h. Engineer.
2. Review inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, forms and form removal limitations, anchor rod and anchorage device installation tolerances, steel reinforcement installation, concrete repair procedures, and concrete protection.

1.05 DELIVERY, STORAGE, AND HANDLING:

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 - PRODUCTS

2.01 FORM-FACING MATERIALS:

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
- B. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, $\frac{3}{4}$ -inch by $\frac{3}{4}$ -inch, minimum.
- D. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.
- E. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

- F. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral earth pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
- G. Furnish units that will leave no corrodible metal closer than 1-inch to the plane of exposed concrete surface.
- H. Furnish ties with integral water-barrier plates to walls indicated to receive damp-proofing or waterproofing.

2.02 STEEL REINFORCEMENT:

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Plain Steel Wire: ASTM A 82, as drawn.
- C. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.

2.03 NON-METALLIC SHRINKAGE RESISTANT GROUT:

- A. Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, non-staining, mixed with water to consistency suitable for application and a 30-minute working time. The minimum ultimate compressive strength of the grout shall be 5000 psi at 7 days and 7500 psi at 28 days.

2.04 REINFORCEMENT ACCESSORIES:

- A. Joint Dowel Bars: ASTM A 615, Grade 60, plain-steel bars, cut bars true to length with ends square and free of burrs.
- B. Bar Supports: Bolster, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice", of greater of compressive strength than concrete and as follows:
 - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless steel bar supports.
 - 2. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs. Concrete bricks may be used to support reinforcing steel where application allows.

2.05 CONCRETE MATERIALS:

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout the Project:
 - 1. Portland Cement: ASTM C 150, Type I/II. Supplement with the following:
- B. Fly Ash: ASTM C 618, Class C or F.
- C. Ground Granulated Blast Furnace Slag: ASTM C 989, Grade 100 or 120.
- D. Cementitious Materials: Percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:
 - 1. Fly Ash or Ground Granulated Blast Furnace Slag: 25 percent, minimum.
 - 2. Combined Fly Ash and Pozzolan: 35 percent, maximum.
 - 3. Ground Granulated Blast Furnace Slag: 50 percent, maximum.
 - 4. Combined Fly Ash or Pozzolan and Ground Granulated Blast Furnace Slag: 50 percent Portland cement minimum, with fly ash or pozzolan not exceeding 35 percent.
- E. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.
 - 1. Maximum Coarse Aggregate Size: $\frac{3}{4}$ -inch nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- F. Water: ASTM C 94 and potable.

2.06 ADMIXTURES:

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494, Type A.
 - 2. Retarding Admixture: ASTM C 494, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.

5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.
- C. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor,; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C 494, Type C.
1. Products:
 2. Euclid Chemical Company; Eucon CIA.
 3. Grace Construction Products, W.R. Grace & Co.; DCI.
 4. BASF Admixtures, Inc.; Rheocrete CNI.
 5. Sika Corporation; Sika CNI.
- D. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.
1. Products:
 - a. Grace Construction Products, W.R. Grace & Co.; DCI-S.

2.07 WATERSTOPS:

- A. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, $\frac{3}{4}$ -inch by 1-inch.
1. Colloid Environmental Technologies Company; Volclay Waterstop-RX.
 2. Concrete Sealants, Inc.; Conseal CS-231.
 3. Greenstreak; Swellstop.
 4. Henry Company, Sealants Division; Hydro-Flex.
 5. Progress Unlimited, Inc.; Superstop.
 6. TCMiraDRI; Mirastop.
- B. Self-Expanding Rubber Strip Waterstops: Manufactured rectangular or trapezoidal strip, bentonite-free hydrophilic polymer modified chloroprene rubber, for adhesive bonding to concrete, $\frac{3}{8}$ -inch by $\frac{3}{4}$ -inch.
1. Deneef Construction Chemicals; Swellseal.
 2. Greenstreak; Hydrotite.

3. Mitsubishi International Corporation; Adeka Ultra Seal.
 4. Progress Unlimited, Inc.; Superstop.
- C. Waterstops: Provide ribbed, dumbbell type or center bulb type waterstops at construction joints and other joints as indicated.
1. Polyvinyl Chloride Waterstops: Corps of Engineers CRD-C 572.

2.08 FLOOR AND SLAB TREATMENTS:

- A. Penetrating Liquid Floor Treatment: Clear, chemically reactive, waterborne solution of inorganic silicate or silicate materials and proprietary components; odorless; colorless; that penetrates, hardens, and densifies concrete surfaces.
1. Products:
 - a. Burke by Edoco; Titan Hard.
 - b. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Intraseal.
 - c. Curecrete Distribution Inc.; Ashford Formula.
 - d. Dayton Superior Corporation; Day-Chem Sure Hard.
 - e. Euclid Chemical Company; Euco Diamond Hard.
 - f. Kaufman Products, Inc.; SureHard.
 - g. L&M Construction Chemicals, Inc.; Seal Hard.
 - h. Meadows, W.R., Inc.; Liqui-Hard.
 - i. Symons Corporation, a Dayton Superior Company; Buff Hard.

2.09 CURING MATERIALS:

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz. /sq. yd. when dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, 18 to 25 percent solids, non-dissipating, certified by curing compound manufacturer to not interfere with bonding of floor coverings.
1. Products:

- a. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; High Seal.
 - b. Dayton Superior Corporation; Safe Cure and Seal (J-19).
 - c. Euclid Chemical Company; Diamond Clear VOX.
 - d. Lambert Corporation; Glazecote Sealer-20.
 - e. L&M Construction Chemicals, Inc.; Dress & Seal WB.
 - f. Meadows, W.R., Inc.; Vocomp-20.
 - g. Nox-Crete Products Group, Kinsman Corporation; Cure & Seal 200E.
 - h. Sonneborn, Div. Of ChemRex; Kure-N-Seal.
 - i. Symons Corporation, a Dayton Superior Company; Cure & Seal 18 Percent E.
- E. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
1. Products:
 - a. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Sealcure 1315 WB.
 - b. Euclid Chemical Company; Super Diamond Clear VOX.
 - c. Lambert Corporation; UV Safe Seal.
 - d. L&M Construction Chemicals, Inc.; Lumiseal WB Plus.
 - e. Meadows, W.R., Inc.; Vocomp-30.
 - f. Symons Corporation, a Dayton Superior Company; Cure & Seal 31 Percent E.

2.10 RELATED MATERIALS:

- A. Expansion and Isolation Joint Filler Strips: ASTM D 1752, cork or self-expanding cork.
- B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 per ASTM D 2240.
- C. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:

1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- E. Reglets: Fabricate reglets of not less than 0.0217-inch thick, galvanized steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- B. Dovetail Anchor Slots: Hot-dip galvanized steel sheet, not less than 0.0336-inch thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

2.11 REPAIR MATERIALS:

- A. Repair Underlayment: Cement based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8-inch and that can be feathered at edges to match adjacent floor elevations.
 1. Cement Binder: ASTM C 150, Portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 3. Aggregate: Well-graded, washed gravel, 1/8-inch to 1/4-inch or coarse sand as recommended by the underlayment manufacturer.
 4. Compressive Strength: Not less than 4100 psi at 28 days when tested in accordance with ASTM C 109.
- B. Repair Overlayment: Cement based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8-inch and that can be feathered at edges to match adjacent floor elevations.
 1. Cement Binder: ASTM C 150, Portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 3. Aggregate: Well-graded, washed gravel, 1/8-inch to 1/4-inch or coarse sand as recommended by the topping manufacturer.
 4. Compressive Strength: Not less than 5000 psi at 28 days when tested in accordance with ASTM C 109.

2.12 CONCRETE MIXTURES, GENERAL:

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:
 - 1. Fly Ash: 25 percent.
 - 2. Combined Fly Ash and Pozzolan: 25 percent.
 - 3. Ground Granulated Blast-Furnace Slag: 50 percent.
 - 4. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing, high-range water reducing or plasticizing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water cementitious materials ratio below 0.50.
 - 4. Use retarding admixture in combination with Set accelerating Corrosion Inhibitor. Retarder is not required for non-set accelerating corrosion inhibitor.
 - 5. Use corrosion inhibiting admixture in concrete mixtures where indicated.

2.13 CONCRETE MIXTURES FOR BUILDING ELEMENTS:

- A. Footings, Piers: Proportion normal-weight concrete mixture as follows:
 - 1. Minimum Compressive Strength: 4500 psi at 28 days.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
 - 3. Slump Limit: 4-inches for concrete with verified slump of 2-inch to 4-inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1-inch.

4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
 5. Corrosion Inhibiting Admixture: Apply to all slabs at a rate of 3 gallons per cubic yard of concrete. Use in piers only.
- B. Exterior Slabs, and Sidewalks: Proportion normal-weight concrete mixture as follows:
1. Minimum Compressive Strength: 5000 psi at 28 days.
 2. Maximum Water-Cementitious Materials Ratio: 0.40.
 3. Slump Limit: 4-inches for concrete with verified slump of 2-inch to 4-inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1-inch.
 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size
 5. Corrosion Inhibiting Admixture: Apply to all slabs at a rate of 3 gallons per cubic yard of concrete.

2.14 FABRICATING REINFORCEMENT:

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice".

2.15 CONCRETE MIXING:

- A. Ready-Mix Concrete: Measure, batch, mix, and deliver concrete according to ASTM C94, and furnish batch ticket information.
- B. When air temperature is between 85 and 90 degrees F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 degrees F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.01 GENERAL:

- A. Coordinate the installation of joint materials, vapor retarder/barrier, and other related materials with placement of forms and reinforcing.

3.02 FORMWORK:

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
 - 1. Class A, 1/8-inch for smooth-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 1. Install keyways, reglets, recesses, and the like for easy removal.
 - 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspections ports where interior area formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.03 EMBEDDED ITEMS:

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges".
 - 2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
- B. Forms for Slabs: Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and contours in finished surfaces. Provide and secure units to support screed strips using strike-off templates or compacting type screeds.

3.04 REMOVING AND REUSING FORMS:

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 degrees F for 24 hours after placing concrete, if concrete is hard enough to not be damaged by form removal operations and curing and protection operations are maintained.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by the Engineer.

3.05 STEEL REINFORCEMENT:

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.

- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire ties.

3.06 JOINTS:

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or approved by the Engineer.
 - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
 - 2. Form keyed joints as indicated. Embed keys at least 1-1/2-inches into concrete.
 - 3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
 - 4. Locate horizontal joints in walls and columns at the underside of floors, slabs, beams, and girders and at the top of footings and floor slabs.
 - 5. Space vertical joints in walls at 60-feet on center maximum. Locate joints besides piers integral with walls, near corners, and in concealed locations where possible.
 - 6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - 7. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge joint to a radius of 1/8-inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
1. Terminate full-width joint filler strips not less than 1/2-inch or more than 1-inch below finished concrete surface where joint sealants, specified in Division 7 Section "Joint Sealants", are indicated.
 2. Install joint filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.07 CONCRETE PLACEMENT:

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.

2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 3. Do not use vibrators to transport concrete. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6-inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- E. Deposit and consolidate concrete for floors and slabs in continuous operation, within limits of construction joints, until placement of panel or section is complete.
1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 2. Maintain reinforcement in position on chairs during concrete placement.
 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 4. Slope surfaces uniformly to drains where required.
 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When average high and low temperature is expected to fall below 40 degrees F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- G. Hot-Weather Placement: Comply with ACI 301 and as follows:
1. Maintain concrete temperature below 90 degrees F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, providing water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

2. Fog-spray forms, steel reinforcement, and subgrade just before placing of concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.08 FINISHING FORMED SURFACES:

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 1. Apply to concrete surfaces not exposed to view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with minimum number of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 1. Apply to concrete surfaces exposed to view.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth finish with texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.09 FINISHING FLOORS AND SLABS:

- A. General: Comply with ACI 302.1R recommendations for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Re-straighten, cut down high spots, and fill low spots. Repeat float passes and re-straightening until surface is left with a uniform, smooth, granular texture.
 1. Apply float finish to surfaces to receive trowel finish.
- C. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and re-straightening until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

1. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film finish coating system.
 2. Finish surfaces to the following tolerances, according to ASTM E 1155 for a randomly trafficked floor surface:
 3. Specified overall values of flatness, F(F) 25; and of levelness, F(L) 20; with minimum local values of flatness, F(F) 17; and of levelness, F(L) 15.
- D. Broom Finish: Apply a broom finish to exterior platforms, steps, and ramps, and elsewhere as indicated.
1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.

3.10 MISCELLANEOUS CONCRETE ITEMS:

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates from manufacturer furnishing machines and equipment.

3.11 CONCRETE PROTECTING AND CURING:

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. **Moisture Curing:** Curing all slabs in the project with moisture curing. Keep surfaces continually moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 2. **Moisture-Retaining Cover Curing:** Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in the widest practicable width, with sides and ends lapped at least 12-inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - a. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.
 3. **Curing Compound:** Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subject to heavy rainfall within three hours after initial applications. Maintain continuity of coating and repair damage during curing period.
 - a. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
 4. **Curing and Sealing Compound:** Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subject to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply second coat. Maintain continuity of coating and repair damage during curing period.
- D. **Curing Formed Surfaces:** Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces, by moist curing with forms in place for the full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

3.12 CONCRETE SURFACE REPAIRS:

- A. **Defective Concrete:** repair and patch defective areas when approved by the Engineer. Remove and replace concrete that cannot be repaired and patched to the Engineer's approval.

- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part Portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than ½-inch in any dimension in solid concrete, but not less than 1-inch in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush coat holes and voids with bonding agent. Fill and compact patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
 - 2. Repair defects on surfaces exposed to view by blending white Portland cement and standard Portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
 - 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by the Engineer.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
 - 1. Repair finished surfaces containing defects. Surface defects include spalls, pop outs, honeycombs, rock pockets, crazing and cracks in excess of 0.01-inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 - 2. After concrete has cured at least 14-days, correct high areas by grinding.
 - 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
 - 4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.

5. Repair defective areas, except random cracks and single holes 1-inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least ¾-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 6. Repair random cracks and single holes 1-inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72-hours.
- E. Perform structural repairs of concrete, subject to Engineer's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to the Engineer's approval.

3.13 FIELD QUALITY CONTROL:

- A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Inspections:
1. Steel reinforcement placement.
 2. Steel reinforcement welding.
 3. Headed bolts and studs.
 4. Verification of use of required design mixture.
 5. Concrete placement, including conveying and depositing.
 6. Curing procedures and maintenance of curing temperature.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
1. Testing Frequency: Obtain one composite sample of each day's pour of each concrete mixture exceeding 5 cubic yards, but less than 25 cubic yards, plus one set for each additional 50 cubic yards or fraction thereof.

2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 degrees F and below and when 80 degrees F and above, and one test for each composite sample.
 5. Compression Test Specimens: ASTM C 31.
 6. Cast and laboratory cure five standard cylinder specimens for each composite sample.
 7. Compressive Strength Tests: ASTM C 39; test one set of two-laboratory-cured specimens at 7 days and one set of two specimens at 28 days. Test remaining specimen at 28 days if previous results are satisfactory or retain this specimen for 56 day testing if results are not satisfactory.
 8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive strength tests equals or exceeds specified compressive strength and no compressive strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to the Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7 and 28 day tests.
1. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as the sole basis for approval or rejection of concrete.
 2. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as required by the Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as required by the Engineer.
 3. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

4. Correct deficiencies in the Work that test reports and inspections indicate does not comply with the Contract Documents.

E. Measure floor and slab flatness and levelness according to ASTM E 1155 within 24 hours of finishing.

3.14 GROUTING:

A. Mix grout in accordance with the approved manufacturer's instructions to a consistency which will permit placement. Place grout so as to ensure complete bearing and elimination of air pockets.

3.15 TEST FOR WATERTIGHTNESS:

A. All concrete shall be watertight against leakage or groundwater infiltration. Special care shall be taken in the construction joints and any noticeable leakage or seepage causing wet spots on the concrete walls or slabs shall be repaired by and at the expense of the Contractor and by methods approved by the Engineer.

B. All liquid holding concrete structures shall be tested for leakage before backfilling and after the concrete has attained the specified minimum 28-day design strength, as indicated by test cylinders.

C. The structure shall be filled with water to the overflow level, allowed to stand for at least 24-hours, and refilled to overflow to begin the test. After 72 hours, the liquid loss per 24 hour period shall be determined, either by measuring the amount required to refill the tank to overflow, by measuring the drop in water level, or by an equivalent procedure approved by the Engineer. Evaporative losses shall be calculated and deducted from the measured loss to determine net liquid loss (leakage). If the leakage per 24-hour period exceeds the allowable, the structure shall be repaired and retested until the leakage falls within the allowable limit.

D. For structures designed to hold water, one twentieth of one percent leakage will be allowed during a 24-hour period. No leakage (zero leakage) will be permitted for structures designed to hold liquid chemicals or fuels.

E. The Contractor shall pay all costs (including water) incurred in the testing for watertightness.

F. The Engineer shall be given a minimum notice of 48 hours prior to commencement of the leakage test.

END OF SECTION

SECTION 04 01 00.61

MASONRY RE-POINTING

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section specifies the requirements for re-pointing of existing brick piers.

1.02 REFERENCES:

The following standards form a part of these specifications as referenced:

American Society for Testing and Materials (ASTM):

C 67 Brick and Structural Clay Tile, Sampling and Testing

C 144 Aggregate for Masonry Mortar

C 150 Portland Cement

C 207 Hydrated Lime for Masonry Purposes

C 270 Mortar for Unit Masonry

PART 2 - PRODUCTS

2.01 MORTAR:

- A. Mortar shall be Type K and shall meet the requirements of ASTM C 270 and shall match the existing mortar color.
- B. Sand for mortar shall be clean and shall meet the gradation requirements of ASTM C 144.
- C. Lime shall conform to ASTM C 207, Type S.
- D. Portland cement shall conform to ASTM C 150, Type II. Cements shall contain less than 0.6% alkalis and less than 0.15% soluble alkalis.
- E. Water shall be clean, potable, and free of deleterious amounts of acids, alkalies, or organic materials.
- F. Chemical additives shall not be used, unless approved by the Owner's Representative.

PART 3 - EXECUTION

3.01 GENERAL:

- A. All work shall be completed by qualified and experienced re-pointing craftsmen and shall be completed in accordance with the re-pointing index of ASTM C 270.
- B. The mortar shall be pre-hydrated to reduce excessive shrinkage. All dry components shall be thoroughly mixed and only enough water should be added to produce a damp, workable consistency that will retain its shape when formed into a ball. The mortar should then stand for 1 to 1½ hours.
- C. Just enough water should be added to the pre-hydrated mortar to provide a plastic mixture that will give a smooth surface when the back of the trowel is used to smooth the surface of the mortar.

3.01 MORTAR REMOVAL:

- A. As shown on the Drawings, all joints with cracks that are 1/16-inches or wider shall be raked and re-pointed as described herein.
- B. Remove existing mortar with a chisel to a minimum depth that is 2 times the width of the mortar joint, or until sound mortar is reached. Take care to not damage edges of existing masonry units to remain.
- C. The depth of the joint shall be uniform across the bottom.
- D. The use of rotary grinders is not acceptable.
- E. Remove dust and debris from the joints by brushing, blowing with air or rinsing with water. Do not rinse when temperature is below freezing.

3.02 INSTALLATION OF MORTAR:

- A. Immediately prior to application of mortar, dampen joints to be re-pointed. Prior to application of re-pointing mortar, allow masonry units to absorb surface water.
- B. Tightly pack mortar into joints in thin layers, approximately 1/4-inch thick maximum.
- C. Allow layer to become "thumbprint hard" before applying next layer.
- D. Pack final layer flush with surfaces of masonry units. When mortar becomes "thumbprint hard", tool joints.

- E. Protect newly re-pointed joints from rain, until re-pointed joints are sufficiently hard enough to prevent damage.

3.04 TOOLING OF JOINTS:

Tool joints with a jointing tool to produce a smooth, compacted, concaved joint.

3.05 CLEANING:

- A. Clean exposed masonry surfaces on completion.
- B. Remove mortar droppings and other foreign substances from wall surfaces.
- C. First wet surfaces with clean water, then wash down with a solution of soapless detergent specially prepared for cleaning brick.
- D. Brush with stiff fiber brushes while washing, and immediately thereafter hose down with clean water.
- E. Free clean surfaces from traces of detergent, foreign streaks or stains. Protect materials during cleaning operations including adjoining construction.
- F. Use of muriatic acid for cleaning is prohibited.

END OF SECTION

SECTION 06 10 00

ROUGH CARPENTRY

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section contains specifications for materials, equipment, construction, measurement, and payment for treated and untreated wood products that will become part of the completed work. This section also covers tools, equipment, labor, and materials necessary to perform rough carpentry work complete and miscellaneous carpentry items not specified elsewhere including fasteners and supports. Wood products used for erection purposes such as falsework, forms, bracing, sheeting, and miscellaneous wood products that are not components of the final structure are not subject to the requirements of this section.
- B. Nails, screws, bolts, anchors, brackets, and other hardware for fastening and securing items provided under this section of the specification shall be furnished under this section.
- C. Stainless steel cable railing system is included in this section.

1.02 RELATED WORK:

- A. Section 03 30 00, CAST-IN-PLACE CONCRETE

1.03 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

- A. One set of certificates of wood treatment upon delivery of treated wood product. Treated wood product shall bear appropriate American Wood Protection Association (AWPA) quality mark.
- B. Data sheets for fasteners and hardware indicating size, material grade, and finish.
- C. Stainless steel cable railing system:
 - 1. Cable size, grade and finish.
 - 2. Fittings and mounting hardware size, grade, and finish
 - 3. Assembly shop drawing and instructions
- D. Data sheets and material certificates for lumber and decking.

1.04 DELIVERY:

Lumber, plywood, and other wood material shall be delivered to the job dry, and shall be protected from damage, dirt, dampness, and extreme changes of temperature and humidity at all times.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. LUMBER:

1. Boardwalk timber/lumber shall be Southern Pine No. 1 Grade and shall be graded under the Southern Pine Inspection Bureau (SPIB) rules.
2. The grades of all materials under this section shall be defined by the rules of the recognized associations of lumber manufacturers producing the material specified, but the maximum defects and blemishes permissible in any specified grades shall not exceed the limitations of the American Lumber Standards.
3. Lumber shall bear the grade and trademark of the association under whose rules it is produced, and a mark of mill identification. Lumber shall be of sound stock, thoroughly seasoned, kiln dried to a moisture content not exceeding 20 percent for lumber over 4" wide and 15 percent for lumber not exceeding 4" wide.
4. Exposed surfaces of wood which are to be painted shall be free from defects or blemishes that will show after the second coat of paint is applied.

B. WOOD DECKING

1. Wood decking shall be pressure treated Southern Pine with a minimum allowable extreme fiber stress of 1350 PSI and minimum modulus of elasticity of 1,400,000 PSI.
2. Wood decking shall be No. 1/Dense Select grade lumber.
3. Wood decking to be fastened with stainless steel screws or better. All screws will be recessed a minimum of 1/2" below deck surface. At time of installation, planks are to be placed tight together with a maximum 1/8-inch gap between planks.

C. WOOD PRESERVATION TREATMENT (BASE BID)

1. Lumber shall be pressure treated with an Alkaline Copper Quaternary (ACQ) preservative solution. The ACQ treatment shall meet the requirements of the American Wood Protection Association, AWP, U-1 Standards for Use Category 3B. Lumber in contact with the ground shall be treated for Use Category 4C.
2. The treatment shall be applied in accordance with AWP Standard U-1 (lumber, timber, etc.), Penetration and retention of ACQ preservative solution shall be in accordance with the requirements of U-1 Standards for Use Category 3B. The treating company shall furnish a notarized certificate of treatment that indicates all pertinent details of the treatment.
3. Before the preservative treatment is applied, the lumber to be treated shall be sawed to exact lengths required, and bored ready for use in the work so far as practicable, in

order to reduce to a minimum cutting or boring of lumber after treatment. Only lumber of the same kind and approximately the same size and seasoning shall be treated in any one charge. All surfaces of treated lumber cut after treatment shall receive two heavy brush coats of ACQ solution before the lumber is placed in the work.

D. HARDWARE

1. Brackets, spikes, bolts, washers, nuts, joist hangers and all related hardware shall be comprised of steel and shall be hot dipped galvanized in accordance with ASTM A123 or A153, unless noted otherwise on the plans.
2. Prefabricated fasteners (i.e. Simpson/USP Hardware) shall include ZMAX (Simpson G185 galvanized finish) finish or approved equivalent.
3. Bolts shall be ASTM A-307. All bolt holes shall be 1/16" larger than bolt. Furnish bolts of the proper length for each connection (use the plan length of bolts given for estimating purposes only). Furnish square or hexagonal bolt heads and nuts where the washers bear on wood and hexagonal bolt heads where the washers bear on metal.
4. Provide washers on each end of bolts, except with high strength bolts where only one washer is required. Provide standard cut washers for 1/2 inch bolts or smaller that are bearing on wood or metal. For bolts larger than 1/2 inch diameter, furnish cast ogee or approved equivalent malleable castings where washers bear on wood. Furnish cast ogee washers with a diameter of four times the bolt and a thickness at least equal to the diameter of the bolt. Furnish malleable washers with a diameter of four times the bolt and a thickness at least half of the diameter of the bolt.
5. All nails shall be stainless steel.
6. All screws shall be 316 stainless steel unless noted otherwise.
7. Deck screws for securing deck boards shall be stainless steel Torx star head deck screws, unless otherwise noted on the plans.

E. STAINLESS STEEL CABLE RAILING

1. Cables shall be Type 316 stainless steel, polished finish, commercial, dry grade. Cables shall be 3/16-inch diameter, 1x19 construction or better.
2. Fittings shall be Type 316 stainless steel, vibratory/tumbled or mill finish.

PART 3 - EXECUTION

3.01 CONSTRUCTION

- A. Work shall be erected plumb, true and square.

- B. Examine cable work for railing to determine which cables will be anchored or will penetrate. Coordinate with responsible entity to perform corrective work as necessary. Verify post size and cable spacing are in accordance with the manufacturer's recommendations. Take field measurements and compare installation conditions with construction drawings/plans. Notify manufacturer and owner if field measurements vary from the construction drawings/plans.
- C. Coordinate delivery and erection of prefabricated components. Field applied items shall be installed in accordance with good trade practices. Cutting and carpentry for other trades shall be performed. Cut ends of lumber previously treated with preservative specified shall be brush coated with the same material.
- D. Minimum length of nails shall be twice the thickness of wood being fastened and in accordance with the Massachusetts code requirements for wood frame construction.
- E. Furring, blocking, nailers, and similar items shall be provided wherever required for the support, proper erection, fastening, or installation of carpentry or other materials, and as shown on the drawings.
- F. All lumber shall be installed such that all stamps, barcodes, logos, brands, lettering/numbering, or other markings are hidden from view.
- G. Re-treat drill (bolt) holes with preservative prior to installation.

END OF SECTION

SECTION 12 93 00

SITE FURNISHINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The General Documents, as listed in the Table of Contents, and applicable parts of Division 1, General Requirements shall be included in and made a part of this Section.
- B. Examine all Drawings and all other Sections of the Specifications for requirements therein affecting the work of this trade.

1.02 SCOPE OF WORK

- A. The work of this Section consists of all site improvements and related items as indicated on the Drawings and/or as specified herein and includes, but is not limited to, the following:
 - 1. Benches- reinstallation/new surface-mounting of existing benches (2) or replacement benches (2) provided by Town.
 - 2. Benches- new curve benches, surface-mount.
 - 3. Interpretive Signage.
 - 4. Mounting Hardware.
 - 5. Salvaged Granite Blocks.

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 31 23 00 – EXCAVATION BORROW AND BACKFILL
 - 2. SECTION 03 30 00 – CAST IN PLACE CONCRETE

1.04 EXAMINATION OF CONDITIONS

- A. The Contractor shall fully inform himself of existing conditions of the site before submitting his bid, and shall be fully responsible for carrying out all site work required to fully and properly execute the work of the Contract, regardless of the conditions encountered in the actual work. No claim for extra compensation or extension of time will be allowed on account of actual conditions inconsistent with those assumed.
- B. Plans, surveys, measurements and dimensions under which the work is to be performed are believed to be correct to the best of the Owner's Representative's knowledge, but

the Contractor shall have examined them for himself during the bidding period, as no allowance will be made for any errors or inaccuracies that may be found therein.

1.05 SCHEDULING

- A. The Contractor shall submit to the Owner's Representative, for approval by the Owner, a progress schedule for all work as specified herein.

1.06 QUALITY ASSURANCE

- A. Materials and methods of construction shall comply with the following standards:
 - 1. ASTM: American Society for Testing and Materials
 - 2. ANSI: American National Standards Institute
 - 3. FS: Federal Specifications
 - 4. IMI: International Masonry Institute
 - 5. PCA: Portland Cement Association
- B. Qualifications of Workers: Use adequate numbers of skilled workers who are trained in the necessary crafts and who are completely familiar with the specified requirements and methods needed for the proper performance of the work of this Section.
- C. Layout: After staking out the work, and before beginning final construction, obtain the Owner's Representative's approval for layout. Contractor shall make adjustments as determined by the Owner's Representative. Owner's Representative may make adjustments to layout as is required to meet existing and proposed conditions without additional cost to the contract price.

1.07 SUBMITTALS

- A. Shop Drawings: Submit shop drawings for all specified items in accordance with Division 1 requirements.
- B. Product Information: Provide manufacturer's data showing installation and limitations in use. Supply Certificates of Compliance for all materials required for fabrication and installation, certifying that each material item complies with, or exceeds, specific requirements.

PART 2 – PRODUCTS

2.01 Bench

Benches shall be the Rough & Ready Curve Bench manufactured by Streetlife Street Furniture Collection 1.646.583.2937, Oude Singel 144 2312RG Leiden, The Netherlands or approved equal. Finish shall be a FSC, 21.65" (55cm) Hardwood and galvanized steel. All benches shall be surface mounted. All hardware shall be

galvanized steel conforming to AISI Type 304 and ASTM A193 latest requirements. Curve to match dimensions indicated on the plans.

Bench Armrests (15 total) shall be manufactured by Streetlife Street Furniture Collection 1.646.583.2937, Oude Singel 144 2312RG Leiden, The Netherlands or approved equal. All hardware shall be galvanized steel conforming to AISI Type 304 and ASTM A193 latest requirements. Installation locations to be as indicated by Owner's Representative on site.

2.01 Interpretive Signage

Interpretive Signage shall be ½" thick, 24"x36" (1 total) Digital High Pressure Laminate 12-color sign panel. Panel system shall be capable of providing high resolution, custom, and digitally imaged graphics, surfaced with translucent exterior UV/graffiti overlay protection. Panels shall be bonded under heat and extreme pressure to form a composite panel with water-proofed edges. Sign panel shall be Model #SP1212, as manufactured by Fossil Industries, Deer Park, NY or approved equal. Graphics to be provided by Owner during submittal process.

Sign panel mounting plate shall be 12"x12"x3/16" powder coated aluminum, 45-degree mounting plate and double post pedestal. Posts shall be direct bury or surface mount. See plans for location. Submit post and plate color material samples and laminate sign panel with graphic sample for review and approval by Owner's Representative.

Contractor shall furnish and install one (1) sign (surface mounted posts with mounting plate and graphic panel, complete). Contractor shall furnish and install two (2) signs (direct bury posts with mounting plate and graphic panel, complete).

2.04 Mounting Hardware

All bolts, screws, nuts, washers, and other mounting hardware required for the installation of surface mounted site furnishings shall be stainless steel. All surface mounted site furnishes shall be installed in accordance with manufacturer's recommendations.

2.04 Salvaged Granite Blocks

Town shall furnish salvaged granite block. Shapes and sizes will vary. Contractor to coordinate visit to Town's storage area and selection of granite block with Owner's Representative. Contractor shall transport and install.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. The installer shall examine previous work, related work, and conditions under which this work is to be performed and notify the Contractor in writing of all deficiencies and

- conditions detrimental to the proper completion of this work. Beginning work means installer accepts substrates, subgrades, previous work, and conditions.
- B. All site furnishings shall be assembled in accordance with the manufacturer's instructions. Components that are chipped, dented, scratched or otherwise damaged shall not be accepted and must repaired or replaced in a manner acceptable to the Owner's Representative.
 - C. All mounting bolts for site furnishings shall be cut down to extend no further than 1/4" above any nuts, washers or other fasteners.

END OF SECTION

SECTION 31 00 00

EARTHWORK

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Work included: Furnish all labor, supervision, equipment, supplies, and materials and perform all operations necessary to complete the work of this Section, including but not limited to the following:
 - 1. Excavation of all types.
 - 2. Sheet piling, shoring and dewatering of excavations and trenches.
 - 3. Excavation and backfill for removal, relocation, and abandonment of existing foundations, and below-grade structures (where required).
 - 4. Preparing subgrades for structures and landscaping.
 - 5. Providing, processing, placing, and compacting earth fill materials.
 - 6. Removal, hauling, stockpiling, re-handling, and placement of materials.
 - 7. Off-site disposal of excess or unsuitable materials.
 - 8. Grading.

1.02 RELATED WORK:

- A. Section 00 31 43, PERMITS
- B. Section 01 11 00, CONTROL OF WORK AND MATERIALS
- C. Section 01 57 19, ENVIRONMENTAL PROTECTION
- D. Section 31 05 19.13, GEOTEXTILE FABRICS
- E. Section 31 11 00, CLEARING AND GRUBBING
- G. Section 31 23 19, DEWATERING
- H. Section 31 50 00, SUPPORT OF EXCAVATION
- J. Section 32 91 19, LOAMING AND SEEDING

1.03 REFERENCES:

American Society for Testing and Materials (ASTM)

ASTM	C131	Test Method for Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
ASTM	C136	Method for Sieve Analysis of Fine and Coarse Aggregates.
ASTM	C330	Specification for Lightweight Aggregate for Structural Concrete.
ASTM	D1556	Test Method for Density of Soil in Place by the Sand Cone Method.
ASTM	D1557	Test Methods for Moisture-density Relations of Soils and Soil Aggregate Mixtures Using Ten-pound (10 Lb.) Hammer and Eighteen-inch (18") Drop.
ASTM	D2922	Test Methods for Density of Soil and Soil-aggregate in Place by Nuclear Methods (Shallow Depth).

Massachusetts Department of Transportation (MassDOT) Standard Specifications for Highways and Bridges.

Code of Massachusetts Regulations (CMR) 310.40.0032 Contaminated Media and Contaminated Debris

Code of Massachusetts Regulations (CMR) 520 CMR 14.00 Excavation & Trench Safety Regulation

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

- A. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 - 1. Classification according to ASTM D 2487 and moisture content according to ASTM D 2216 of each on-site and borrow soil and/or fill material proposed for fill and backfill.
 - 2. Laboratory compaction curve according to ASTM D 1557 for each onsite and borrow soil and/or fill material proposed for fill and backfill.
- B. Prior to commencing earthwork activities, submit a plan describing the earthwork operations including the frequency and locations of tests and inspections, including locations and methods of excavating, handling, and stockpiling (if applicable) excavated material, including drainage, as specified in this Section. Describe methods to keep materials from various sources separated during stockpiling operations (if applicable). No work shall be performed until this plan has been approved by the Engineer.
- C. In addition, a certification statement and analytical results shall accompany each physical

sample of earth materials to be imported onto the site, including but not limited to crushed stone, loam, bedding sand, gravel sub-base, common fill and structural backfill. At a minimum the certification shall state the point of origin and that the material is free of contaminants. The certification shall include representative sample analysis from each point of origin of backfill to be used on the site. The sample(s) shall be analyzed by a certified laboratory for total metals (EPA priority pollutant metals), volatile organic compounds (EPA Method 8260), semi-volatile organic compounds (EPA Method 8270), petroleum hydrocarbons (EPA Method 8100), and Total PCBs and pesticides (EPA Method 8081 and 8082).

1. All sampling of soils for chemical testing shall be performed by a person experienced in sample collection and shall be either: 1) a Licensed Site Professional registered in the Commonwealth of Massachusetts; 2) a Professional Engineer registered in the Commonwealth of Massachusetts; 3) a professional Geologist registered in the Commonwealth of Massachusetts; 4) a certified groundwater/environmental professional; or 5) an authorized representative of the one of the persons listed above. Samples of each material shall be submitted to a chemical analytical laboratory, certified by the Massachusetts Department of Environmental Protection.
- D. Samples of all materials proposed for the project shall be submitted to the Owner's Representative for review. Size of the samples shall be as approved by the Owner's Representative.

1.05 PROTECTION OF EXISTING PROPERTY:

- A. The work shall be executed in such manner as to prevent any damage to facilities at the site and adjacent property and existing improvements, such as but not limited to streets, curbs, paving, service utility lines, structures, monuments, bench marks, observation wells, and other public or private property. Protect existing improvements from damage caused by settlement, lateral movements, undermining, washout and other hazards created by earthwork operations.
- B. In case of any damage or injury caused in the performance of the work, the Contractor shall, at its own expense, make good such damage or injury to the satisfaction of, and without cost to, the Owner. Existing roads, sidewalks, and curbs damaged during the project work shall be repaired or replaced to at least the condition that existed at the start of operations. The Contractor shall replace, at his own cost, existing benchmarks, observation wells, monuments, and other reference points, which are disturbed or destroyed.
- C. Buried drainage structures and pipes, observation wells and piezometers, including those which project less than eighteen inches (18") above grade, which are subject to damage from construction equipment shall be clearly marked to indicate the hazard. Markers shall indicate limits of danger areas, by means which will be clearly visible to operators of trucks and other construction equipment, and shall be maintained at all times until completion of project.

1.06 DRAINAGE:

- A. The Contractor shall provide, at its own expense, adequate drainage facilities to complete all work items in an acceptable manner. Drainage shall be done in a manner so that runoff will not adversely affect construction procedures or cause excessive disturbance of underlying natural ground or abutting properties.

1.07 FROST PROTECTION AND SNOW REMOVAL:

- A. The Contractor shall, at its own expense, keep earthwork operations clear and free of accumulations of snow as required to carry out the work.
- B. The Contractor shall protect the subgrade beneath new structures and pipes from frost penetration when freezing temperatures are expected.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. GRAVEL BORROW:

Gravel Borrow shall satisfy the requirements listed in MassDOT Specification Section M1.03.0, Type b.

B. COMMON BORROW:

Common Borrow shall be well-graded, natural inorganic soil containing no stone greater than 6 inches maximum dimension, or greater than two-thirds (2/3) the lift thickness, whichever is smaller; and 20 percent or less passing the No. 200 sieve (by weight). The materials shall be free of trash, ice, snow, tree stumps, roots and other organic and deleterious materials. It shall be free of clay, of all materials subject to decay, or other materials that will corrode piping or metals. Common Borrow shall have a maximum dry density of not less than 110 pounds per cubic foot. It shall be of such a nature and character that it can be compacted to the specified densities. Topsoil shall not be considered Common Borrow.

C. CRUSHED STONE

Crushed stone shall satisfy the requirements listed in MassDOT Specification Section M2.01.

a. 4-IN CRUSHED STONE:

4-inch Crushed Stone shall meet the following particle size gradation.

Particle Size (Lateral Dimension)	Percent Finer by Weight
4 in.	90-100
3.5 in.	80-100
1.0 in.	40-80
0.75 in.	25-50
0.5 in.	10-20
0.187 in.	0-5

b. 1.5-IN CRUSHED STONE:

1.5-inch Crushed Stone shall satisfy the requirements listed in MassDOT Specification section M2.01.2.

C. RIPRAP:

Riprap shall be as specified in Specification Section 31 37 00 – RIPRAP.

D. STONE WEIR:

Boulders that comprise the stone weir shall range in height from 18 inches to 24 inches, and shall be roughly 36 inches in diameter. Boulders shall be granite. Boulders shall contain no sharp corners or angular projections, to a fifteen (15) degree angle maximum, and shall be field approved by the Owner's Representative.

The Contractor shall notify the Owner's Representative when site preparation is complete. Spacing and location of the boulders shall be as shown on the plans or as required by the Owner's Representative. Preliminary placement of boulders shall be without excavation. The Contractor shall make adjustments in the boulder placement as required by the Owner's Representative. After the arrangement of boulders is approved by the Owner's Representative, the Contractor shall set the boulders into grade into the brook bed as necessary to set the boulders in a stable position and to prevent future removal or displacement of the boulders.

E. RIVER STONE:

River stone located within the flood storage area shall range in size from 12-inches in diameter to 24-inches in diameter. The river stone shall be smooth and have rounded edges. The stone shall be placed in a randomized pattern to mimic a riverbed condition. Color selections shall be submitted to the Owner's Representative for review and approval.

The Contractor shall notify the Owner's Representative when site preparation is complete. The Contractor shall lay the river stone and make adjustments in the arrangement of the

stone as required by the Owner's Representative. The Owner's Representative shall approve the final layout of the stone.

F. LANDSCAPE BOULDERS

Landscape boulders shall be placed in the locations indicated on the plans and shall range in height from 18 inches to 24 inches, and shall range in width from 18 to 24 inches in diameter. Boulders shall be granite. Boulders shall contain no sharp corners or angular projections, to a fifteen (15) degree angle maximum, and shall be field approved by the Owner's Representative.

The Contractor shall notify the Owner's Representative when site preparation is complete. Preliminary placement of boulders shall be without excavation. The Contractor shall make adjustments in the boulder placement as required by the Owner's Representative. After the arrangement of boulders is approved by the Owner's Representative, the Contractor shall set the boulders into grade as necessary to set them in a stable position and to prevent future removal or displacement of the boulders.

PART 3 - EXECUTION

3.01 DISTURBANCE OF EXCAVATED AND FILLED AREAS DURING CONSTRUCTION:

- A. Contractor shall take the necessary steps to avoid disturbance of subgrade during excavation and filling operations, including restricting the use of certain types of construction equipment and their movement over sensitive or unstable materials, dewatering and other acceptable control measures.
- B. All excavated or filled areas disturbed during construction or as a result of rain, surface water runoff or groundwater seepage pressures, all loose or saturated soil, and other areas that will not meet compaction requirements as specified herein shall be removed and replaced with a minimum 12-inch layer of Gravel Borrow or compacted crushed stone wrapped all around in non-woven filter fabric. Costs of removal and replacement shall be borne by the Contractor.

3.02 EXCAVATION:

A. GENERAL:

- 1. The Contractor shall perform all work of any nature and description required to accomplish the work as shown on the Drawings and as specified.
- 2. Water jetting is not permitted.

3. Excavations, unless otherwise required by the Owner's Representative, shall be carried only to the depths and limits shown on the Drawings. If unauthorized excavation is carried out below required subgrade and/or beyond minimum lateral limits shown on Drawings, it shall be backfilled with gravel borrow and compacted at the Contractor's expense as specified below, except as otherwise indicated. Excavations shall be kept in dry and good conditions at all times, and all voids shall be filled to the satisfaction of the Owner's Representative.
4. In all excavation areas, the Contractor shall strip the surficial topsoil layer and underlying subsoil layer separate from underlying soils. Different excavated materials (i.e. topsoil vs. subsoil) shall be stockpiled separately from each other at suitable locations within the limits of work.
5. The Contractor shall follow a construction procedure, which permits visual identification of stable natural ground. Where groundwater is encountered, the size of the open excavation shall be limited to that which can be handled by the Contractor's chosen method of dewatering and which will allow visual observation of the bottom and backfill in the dry.
6. The Contractor shall excavate unsuitable materials to stable natural ground where encountered at proposed excavation subgrade, as required by the Owner's Representative. Unsuitable material includes topsoil, loam, peat, other organic materials, snow, ice, and trash. Unless specified elsewhere or otherwise required by the Owner's Representative, areas where unsuitable materials have been excavated to stable ground shall be backfilled with compacted special gravel borrow or crushed stone wrapped all around in non-woven filter fabric.
7. The Contractor shall be aware that climbing structures with guy-wire screw anchor foundations exist at the site at locations indicated on the drawings. Any excavation shall take place not less than four feet away from the climbing structure or any guy-wire anchor. Refer to Paragraph 3.02.D.8.

D. FOUNDATION EXCAVATION:

1. Excavations shall not be wider than required to set, brace, and remove forms for concrete, install pre-cast foundation elements, or perform other necessary work.
2. After the excavation has been made, and before forms are set for footings, mats, slabs, or other structures, and before reinforcing is placed, all loose or disturbed material shall be removed from the subgrade. The bearing surface shall then be compacted to meet the requirements of this specification.
3. If, in the opinion of the Owner's Representative, the existing material at subgrade elevation is unsuitable for structural support, the Contractor shall excavate and dispose of the unsuitable material to the required width and depth as required by the

Owner's Representative. If, in the opinion of the Owner's Representative, filter fabric is required; the Contractor shall place filter fabric, approved by the Owner's Representative, as per manufacturer's recommendations. Structural Fill shall then be placed in lifts and compacted to required densities. Backfill shall be placed to the bottom of the proposed excavation.

D. EXCAVATION NEAR EXISTING STRUCTURES:

1. Attention is directed to the fact that there are pipes, manholes, drains, and other utilities in certain locations. An attempt has been made to locate all utilities on the drawings, but the completeness or accuracy of the given information is not guaranteed.
2. As the excavation approaches pipes, conduits, or other underground structures, **including the climbing structure and associated guy-wire anchors**, digging by machinery shall be discontinued and excavation shall be done by means of hand tools, as required. Such manual excavation, when incidental to normal excavation, shall be included in the work to be done under items involving normal excavation.
3. Where determination of the exact location of a pipe or other underground structure is necessary for properly performing the work, the Contractor shall excavate test pits to determine the locations.
8. Guy-wire screw anchors shall be assumed to have 96-inch-long rods, and to have been installed at the same angle as the guy-wire cables. Excavations shall not extend within 4-feet from the embedded anchor helix plate.

3.03 BACKFILL PLACEMENT AND COMPACTION:

A. GENERAL:

1. Prior to backfilling, the Contractor shall compact the exposed natural subgrade for observation by the Owner's Representative. The Owner's Representative may require additional measures such as dewatering to keep the excavation free of standing water, excavation of unsuitable soils (organics, soft unstable silt/mud, etc.) and subgrade compaction so that the subgrade is firm and stable prior to backfilling.
2. After observation of subgrade and following recommendations by the Owner's Representative, the Contractor shall backfill areas to required contours and elevations with specified materials.
3. The Contractor shall place and compact materials to the specified density in continuous horizontal layers, not to exceed nine (9) inches in uncompacted lifts. The degree of compaction shall be based on maximum dry density as determined by

ASTM Test D1557, Method C. The minimum degree of compaction for fill placed shall be as follows:

<u>Location</u>	<u>Percent of Maximum Density</u>
Below pavements (upper 3 ft.)	95
Embankments	95
Below and adjacent to structures/foundations	95
Landscape Areas	92

4. Crushed stone shall be compacted to a firm and unyielding condition by multiple passes of a 700-pound vibratory plate compactor.
5. The Owner's Representative reserves the right to test backfill for conformance to the specifications and Contractor shall assist as required to obtain the information. Compaction testing will be performed by the Owner's Representative or by an inspection laboratory designated by the Owner's Representative, engaged and paid for by the Owner. If test results indicate work does not conform to specification requirements, the Contractor shall remove or correct the defective Work by recompacting where appropriate or replacing as necessary and approved by the Owner's Representative, to bring the work into compliance, at no additional cost to the Owner. All backfilled materials under structures and buildings shall be field tested for compliance with the requirements of this specification.
6. Where horizontal layers meet a rising slope, the Contractor shall key each layer by benching into the slope.
7. If the material removed from the excavation is suitable for backfill with the exception that it contains stones larger than permitted, the Contractor has the option to remove the oversized stones and use the material for backfill or to provide replacement backfill at no additional cost to the Owner.
8. The Contractor shall remove loam and topsoil, loose vegetation, stumps, roots greater than 1-inch diameter, etc., from areas upon which embankments will be built or areas where material will be placed for grading. The subgrade shall be shaped as indicated on the Drawings and shall be prepared by forking, furrowing, or plowing so that the first layer of the fill material placed on the subgrade will be well bonded to the subgrade.
9. Moisture Control:
 - i. Fill that is too wet for proper compaction shall be disced, harrowed, or otherwise mixed and dried to a proper moisture content to allow compaction to the required density. If fill cannot be dried within 24 hours of placement, it shall be removed and replaced with drier fill.

- ii. Fill that is too dry for proper compaction shall receive water uniformly applied over the surface of the loose layer. Sufficient water shall be added to allow compaction to the required density.

10. Unfavorable Conditions:

- i. In no case shall fill be placed over material that is frozen. In no case shall frozen soil or soil material containing frost, snow or ice be placed as backfill. No fill material shall be placed, spread or rolled during unfavorable weather conditions. When work is interrupted by heavy rains, fill operations shall not be resumed until the moisture content and the density of the previously placed fill are as specified.
- ii. In freezing weather, a layer of fill shall not be left in an uncompacted state at the close of the day's operations. Prior to terminating work for the day, the final layer of compacted fill shall be rolled with a smooth wheeled roller to eliminate ridges of soil left by compaction equipment.

B. BACKFILLING UNDER FOUNDATIONS:

Material to be used as Structural Fill under structures shall be gravel borrow or crushed stone wrapped in filter fabric, as shown on the Drawings or as required by the Owner's Representative. Where gravel borrow fill is required to support proposed footings and other structures, the material shall be placed in a manner accepted by the Owner's Representative. Compaction of each lift shall meet the density requirements of this specification.

C. BACKFILLING ADJACENT TO STRUCTURES:

1. The Contractor shall not place backfill against or on structures until they have attained sufficient strength to support the loads to which they will be subjected. Excavated material approved by the Owner's Representative may be used in backfilling around structures. Backfill material shall be thoroughly compacted to meet the requirements of this specification.
2. Contractor shall use extra care when compacting adjacent to pipes and drainage structures. Backfill and compaction shall proceed along sides of drainage structures so that the difference in top of fill level on any side of the structure shall not exceed two feet (2') at any stage of construction.
3. Where backfill is to be placed on only one side of a structural wall, only hand-operated roller or plate compactors shall be used within a lateral distance of five feet (5') of the wall for walls less than fifteen feet (15') high and within ten feet (10') of the wall for walls more than fifteen feet (15') high.

3.04 DISPOSAL OF SURPLUS MATERIALS:

- A. Surplus excavated materials, which are acceptable to the Owner's Representative, shall be used to backfill normal excavations in rock or to replace other materials unacceptable for use as backfill. Upon written approval of the Owner's Representative, surplus excavated materials shall be neatly deposited and graded so as to make or widen fills, flatten side slopes, or fill depressions; or shall be neatly deposited for other purposes as indicated by the Owner, within its jurisdictional limits; all at no additional cost to the Owner.
- B. Surplus excavated material not needed as specified above shall be hauled away and disposed of by the Contractor at no additional cost to the Owner, at appropriate locations, and in accordance with arrangements made by him. Disposal of all rubble shall be in accordance with all applicable local, state and federal regulations.
- C. No excavated material shall be removed from the site of the work or disposed of by the Contractor unless approved by the Owner's Representative.
- D. The Contractor shall comply with Massachusetts regulations (310 CMR 40.0032) that govern the removal and disposal of surplus excavated materials. Materials, including contaminated soils, having concentrations of oil or hazardous materials less than an otherwise Reportable Concentration and that are not a hazardous waste, may not be disposed of at locations where concentrations of oil and/or hazardous material at the receiving site are significantly lower than the levels of those oil and /or hazardous materials present in the soil being disposed or reused.

END OF SECTION

SECTION 31 05 19.13

GEOTEXTILE FABRICS

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers furnishing of all labor, materials, and equipment necessary to install specified geotextile fabrics in locations shown on the drawings and as required by the Owner's Representative.

1.02 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

Six (6) sets of shop drawings or working drawings and material specifications shall be submitted to the Owner's Representative for review for each type of geotextile fabric furnished. General installation practices and installation schedule shall be included.

PART 2 - PRODUCTS

2.01 FILTER/DRAINAGE FABRIC:

- A. The filter/drainage fabric shall be composed of continuous-filament fibers bonded together to form a sheet. The fabric shall be an average of 20 mils thick and possess the characteristics of Tencate Mirafi 140N.
- B. The filter/drainage fabric shall be Tencate Mirafi 140N as manufactured by Tencate Geosynthetics, Pendergrass, GA; Foss-65 by Foss Manufacturing Co., Hampton, NH; US 120NW, as manufactured by US Fabrics, Cincinnati, OH, or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. GENERAL:

Installation of geotextile fabrics shall be strictly in accordance with manufacturer's instructions and specific layout plans and details reviewed by the Owner's Representative.

B. FILTER/DRAINAGE FABRIC:

The filter/drainage fabric shall be installed in the locations shown on the drawings or designated by the Owner's Representative. Each width of drainage fabric shall be overlapped in accordance with manufacturer's recommendations, but not less than 2 feet, to prevent intrusion of soil fines into the bedding.

3.02 FINAL INSPECTION AND ACCEPTANCE:

- A. The Contractor shall, at his expense, have a manufacturer's representative inspect the work at completion of the installation. Any work found to be unsatisfactory shall be corrected at the Contractor's expense.
- B. The Owner's Representative, at the Contractor's expense, reserves the right to have a manufacturer's representative inspect the installation process at any time during construction.

END OF SECTION

SECTION 31 11 00

CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The Contractor shall do all required clearing and grubbing as indicated on the drawings or herein specified in the area required for construction operations on the Owner's land or in the Owner's permanent or temporary easements and shall remove all debris resulting therefrom.
- B. Unless otherwise noted, all areas to be cleared shall also be grubbed.
- C. The Contractor shall not clear and grub outside of the area required for construction operations.

1.02 RELATED WORK:

Any trees and shrubs specifically designated by the Owner not to be cut, removed, destroyed, or trimmed shall be saved from harm and injury in accordance with Section 01 57 19, ENVIRONMENTAL PROTECTION.

PART 2 - PRODUCTS: NOT APPLICABLE

PART 3 - EXECUTION

3.01 RIGHT TO WOOD AND LOGS:

The Owner shall have the right to cut and remove logs and other wood of value in advance of the Contractor's operations. All remaining logs and other wood to be removed in the course of clearing shall become the property of the Contractor.

3.02 CLEARING:

- A. Unless otherwise indicated, the Contractor shall cut or otherwise remove all trees, saplings, brush and vines, windfalls, logs and trees lying on the ground, dead trees and stubs more than 1-foot high above the ground surface (but not their stumps), trees which have been partially uprooted by natural or other causes (including their stumps), and other vegetable matter such as shags, sawdust, bark, refuse, and similar materials.
- B. The Contractor shall not remove mature trees (4-inches or greater DBH) within easements.
- C. Except where clearing is done by uprooting with machinery or where stumps are left longer to facilitate subsequent grubbing operations, trees, stumps, and stubs to be cleared

shall be cut as close to the ground as practicable but not more than 6-inches above the ground surface in the case of small trees, and 12-inches in the case of large trees. Saplings, brush and vines shall be cut close to the ground.

3.03 GRUBBING:

- A. Unless otherwise indicated, the Contractor shall completely remove all stumps and roots to a depth of 18-inches, or if the Contractor elects to grind the stumps, they shall be ground to a minimum depth of 6-inches.
- B. Any depression remaining from the removal of a stump and not filled in by backfilling shall be filled with gravel borrow and/or loam, whichever is appropriate to the proposed ground surface.

3.04 DISPOSAL:

All material collected in the course of the clearing and grubbing, which is not to remain, shall be disposed of in a satisfactory manner away from the site or as otherwise approved. Such disposal shall be carried on as promptly as possible and shall not be left until the final clean-up period.

END OF SECTION

SECTION 31 12 00.13

SELECTIVE CLEARING, INVASIVE SPECIES

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The work of this Section includes the following:
 - 1. Removal of selected living trees and removal of all dead, dying or diseased vegetation from within the project limits in accordance with the contract documents specifications.
 - 2. Removal of invasive species and undesirable undergrowth in accordance with these specifications.
- C. Prospective bidders are advised to complete a site visit to review the extent of work required and to confirm existing conditions, access issues, terrain and the general nature of the work of the Section.
- D. The Contractor shall coordinate invasive species removal with the Owner and Owner's Representative and shall adhere to the requirements set forth by the Town of Arlington Regulations, Town of Arlington Wetland Bylaws, Order of Conditions, and Wastewater 8(m) permit attached to these specifications.

1.02 QUALIFICATIONS OF CONTRACTOR:

- A. This work shall be limited to individuals, partnerships and corporations who are actively engaged in the field of Invasive Species Management, and who demonstrate competence, experience and financial capability to carry out the terms of this project. Eligible contractors must derive a majority of their income from arboricultural work. The Owner may require proof of these qualifications.
- B. Any tree pruning that is required shall conform to Specification Section 31 13 13, TREE PRUNING AND TREE AND STUMP REMOVALS.

1.03 PERSONNEL:

- A. Personnel requirements shall conform to Specification Section 31 13 13, TREE PRUNING AND TREE AND STUMP REMOVALS.

1.04 SPECIAL REQUIREMENTS:

- A. Trees: Invasive trees to be removed shall be those in the invasive species area shown on the plans or designated by the Owner's Representative/Arborist.
- B. Undergrowth: All plants less than 4-inches in diameter, measured at a height of 4 feet 6-inches above the ground, shall be classified as undergrowth. All invasive undergrowth shall be removed from areas shown on the plans, described in the special provisions, or designated by the Owner's Representative; except for those plants designated by the Owner's Representative to be preserved.
- C. General: When specified in the special provisions, stumps shall be treated with a herbicide immediately after cutting to prevent sprouting. The herbicide to be used, and the method and rate of application shall be as specified in the special provisions. The Contractor shall follow all applicable instructions, warnings, and safety precautions stated on the manufacturer's label, and shall comply with all laws and regulations governing herbicides that are in effect at the time of use. When work is performed properly in accordance with these specifications, no subsequent recutting of sprouts or seeding growth will be required. All trees and undergrowth cut shall be disposed of in accordance with the applicable requirements of Section 2.03 Demolition of these specifications.
- D. Dutch Elm diseased wood shall be disposed of in accordance with provisions of General Laws, Chapter 87, Section 5, and Chapter 132, Sections 8 and 11 as amended; and in accordance with any additional local regulations. All wood shall be removed from the site and be properly disposed of in accordance with state and local regulations.
- E. No burning shall be permitted on the project site.
- F. Prior to commencing work, the Contractor shall submit a plan to the Owner for legal disposal of removed materials, in conformance with State and Federal regulations.

1.05 STANDARDS AND DEFINITIONS:

- A. All standards and definitions shall conform to Specification Section 31 13 13, TREE PRUNING AND TREE AND STUMP REMOVALS.
- B. The Owner's Representative will monitor job progress throughout the project and approve all payments. A site walk will be conducted before work begins between the Contractor and the Owner's Representative. Specific trees, undergrowth and invasive species may be identified at this time for removal/eradication.

1.06 EXAMINATION OF SITE AND DOCUMENTS:

- A. The Contractor shall be responsible for having a clear understanding of the existing site conditions and shall be responsible for fully carrying out the work of this Section, regardless of actual site conditions encountered.

1.07 ORDER OF WORK:

- A. Order of work shall conform to Specification Section 31 13 13, TREE PRUNING AND TREE AND STUMP REMOVALS.

1.08 PROTECTION OF THE VEGETATION TO BE PRESERVED:

- A. Protection of the vegetation to be preserved shall conform to Specification Section 31 13 13, TREE PRUNING AND TREE AND STUMP REMOVALS.
- B. Any plants that are damaged to such an extent as to destroy their value for landscape purposes shall be cut and disposed of, and grass that is damaged shall be reseeded and remulched as necessary by the Contractor at no cost to the Town when so required by the Owner's Representative.
- C. The Contractor shall conduct his operations in such a manner to prevent injury to trees, shrubs, grass, or other types of vegetation that are to remain growing, and also to prevent damage to adjacent property.
- D. When any such injuries to trees or shrubs occur, broken branches shall be removed and rough edges of scarred areas shaped and made smooth in accordance with generally accepted horticultural practice.

1.09 USE AND CARE OF THE SITE:

- A. The use and care of the site shall conform to Specification Section 31 13 13, TREE PRUNING AND TREE AND STUMP REMOVALS.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

- A. Equipment necessary for this Contract shall conform to Specification Section 31 13 13, TREE PRUNING AND TREE AND STUMP REMOVALS.

PART 3 - EXECUTION

3.01 TREE PRUNING AND REMOVALS:

- A. The execution of tree pruning and removals shall conform to Specification Section 31 13 13, TREE PRUNING AND TREE AND STUMP REMOVALS.

3.05 SELECTIVE CLEARING

- A. The Contractor shall furnish all labor, materials, equipment and transportation required to complete all aspects of the selective clearing and invasive species work in accordance with all local, state, and federal regulations in force at the time of this contract and in accordance with selective clearing and invasive species removal as specified herein.
- B. Densely wooded areas shall be thinned to provide space for healthy growth by eliminating thinner, weaker trees and the reduction of number of varieties.
- C. The Contractor's attention is called to the requirements for work under this item. The desired appearance to be attained in certain areas of heavy growth may require three or more operations. First, the obvious dead, dying and diseased trees and undergrowth shall be cut and cleared out of the area. This work includes removal of any previously fallen trees, branches, uprooted stumps and other debris as required. Next, the area is to be thinned out, as directed, by removing the less desirable trees and brush which interfere with the growth of the better plant material. Finally, clear out lesser growth which may obscure outstanding trees, tree groups or scenic views.
- D. Tree up-branching and shaping under this item will be restricted to trees which have limbs and branches restricting sight distance, extending over roadways, shoulders, turn outs, etc. Up-branching or trimming will be required to produce a 6 meter minimum vertical clearance over all locations described hereinbefore, and the removal of limbs and branches involved in this operation shall be accomplished as outlined hereafter.

3.06 INVASIVE SPECIES REMOVAL:

- A. In locations that overlap with the proposed flood storage area (and that do not overlap with the MWRA sewer easement), the Contractor shall excavate approximately four feet below the ground surface in order to remove the topsoil, the plant, and its root system and seeds in the soil. The extent of the invasive species plant material (mostly knotweed) to be excavated is delineated in the Contract

Drawings.

- B. In all other areas (including the areas that overlap with the MWRA sewer easement), the Contractor shall apply the cut-and-dab method for invasive species removal. The plant shall be cut as close to the ground as possible. Herbicide shall be applied to the remaining cut surface of the plant as soon as possible after the plant is cut to increase effectiveness. The application of herbicide shall not take place when no rain is forecast for several days afterward to reduce the risk of treatment washing away. The Contractor shall ensure that seeds do not spread to any non-impacted areas and can achieve this by placing cut vegetation into bags. The extent of invasive species (mostly knotweed) to be removed through cut-and-dab is delineated in the Contract Drawings.
- C. All equipment and clothing used during removal shall be cleaned to remove seed material before leaving the site and entering areas that do not contain invasive species.
- D. Cut and excavated materials shall be disposed of at a legal facility that accepts materials containing invasive species.

END OF SECTION

SECTION 31 13 13

TREE PRUNING AND TREE AND STUMP REMOVALS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The work of this Section includes the following:
 - 1. Pruning - Class II, including the removal of all limbs necessary to execute the work required under this contract.
 - 2. Removal of trees and stumps.
- B. Refer to the Contract Drawings for general location of trees. In general, all trees are to remain and be pruned in conformance with this Specification. Tree removals shall be limited to those denoted on the plans and shall include the removal of individual trees that would impede the construction of proposed facilities.

1.02 QUALIFICATIONS OF CONTRACTOR:

- A. This work shall be limited to individuals, partnerships and corporations who are actively engaged in the field of Arboriculture, and who demonstrate competence, experience and financial capability to carry out the terms of this project. The Owner may require proof of these qualifications.
- B. All work shall be conducted by qualified and trained personnel under the direct supervision of a Massachusetts Certified Arborist (MCA) in the Contractor's employ.

1.03 PERSONNEL:

- A. The Contractor shall submit each employee's name and title prior to the commencement of work. The Contractor shall advise the Owner of any changes in personnel assigned to this Contract.
- B. The crew foreman shall have a minimum of five (5) years climbing/pruning experience. At least one (1) crew person shall be an MCA and shall be certified in CPR.
- C. Each trimmer shall be experienced and highly qualified with the necessary tree worker skills to successfully complete the work of this Section, including the ability and training to perform aerial rescue. Said skill shall also include worker safety and ability in compliance with current OSHA and ANSI Z-133.1 Standards.

1.04 SPECIAL REQUIREMENTS:

- A. Dutch Elm diseased wood shall be disposed of in accordance with provisions of General Laws, Chapter 87, Section 5, and Chapter 132, Sections 8 and 11 as amended; and in accordance with any additional local regulations. All wood shall be removed from the site and be properly disposed of in accordance with state and local regulations.
- B. No burning shall be permitted on the project site.
- C. Prior to commencing work, the Contractor shall submit a plan to the Owner for legal disposal of removed materials, in conformance with State and Federal regulations.

1.05 STANDARDS AND DEFINITIONS:

- A. All pruning work shall be performed in accordance with the following:
 - 1. The ANSI A300 'Standard Practices for Trees, Shrubs, and Other Wood Plant Materials' of the Secretariat: National Arborist Association, Post Office Box 1094, Amherst, New Hampshire 03031.
 - 2. American National Standards Institute (ANSI) Standard Z-133.1.
 - 3. The standards and practices of the International Society of Arborists.
 - 4. The standards and practices of the Massachusetts Arborist Association.
 - 5. The standards and practices of the American Association of Nurserymen.
- B. The term 'Owner' shall mean the Owner's designated representative charged with carrying out the requirements of this Project, Architect, Owner's Representative, Planner, or Tree Warden as referenced herein, rendering approvals for the Owner.

1.06 EXAMINATION OF SITE AND DOCUMENTS:

- A. The Contractor shall be responsible for having a clear understanding of the existing site conditions and shall be responsible for fully carrying out the work of this Section, regardless of actual site conditions encountered.

1.07 ORDER OF WORK:

- A. Based on the site conference, the Contractor shall submit a schedule of work for the Owner's review and approval prior to beginning work. Unless otherwise authorized

by the Owner, failure of the Contractor to comply with the approved removal schedule shall be sufficient cause to give notice that the Contractor is in default of the contract.

1.08 PROTECTION OF THE VEGETATION TO BE PRESERVED:

- A. The Contractor shall protect all existing trees, shrubs, lawns and other site features designated to remain. The placement of protection devices, such as snow fence enclosures, shall, however, be at the Contractor's discretion.
- B. Damage no plant to remain by burning, pumping water, cutting of live roots or branches, or any other means. Neither vehicles nor equipment shall be parked within the dripline of trees to remain, or where ever damage may result to trees to be saved. Construction material shall not be stored beneath trees to be saved.
- C. The Contractor shall be liable for any damage to any trees, shrub, lawn or other site features to remain, and shall immediately report to the Owner. Damaged shrubs or lawns shall be restored or replaced to match existing to remain to the satisfaction of the Owner.
- D. The Contractor shall compensate the Owner for damages by installing replacement tree(s) of the size and species approved by the Owner and of sufficient quantity such that the sum of the Diameter at Breast Height (DBH) inches for replacement trees equals the total DBH inches of the damaged tree(s). Damaged shrubs shall be replaced with shrubs(s) of the same size, species, and quantity, unless determined otherwise by the Owner.

1.09 USE AND CARE OF THE SITE:

- A. The Contractor shall leave the work site at the end of each working period in a condition satisfactory to the Owner.
- B. Pavements shall be swept and lawns or other surfaces raked and/or otherwise cleaned of all material related to the work operation. Degree of clean-up required will be described by the Owner and will be based upon the character of the work area.
- C. All trimmings or any other form of debris (except diseased materials or trimmings from Elms) shall be collected and chipped. The Contractor shall remove all materials and shall dispose of such materials off site in a legal manner.
- D. No vehicles are to be stored on site. The Contractor shall be fully and solely responsible for any damage to equipment or vehicles left at the site of the work. All necessary permits shall be obtained by the Contractor.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

- A. Equipment necessary for this Contract shall be properly maintained and in good operating condition to the City's satisfaction. The Contractor shall promptly remove and replace any equipment which the Owner deems to be in unsatisfactory condition or otherwise unsuitable.
- B. Cutting tools shall be kept well sharpened to provide clean smooth cuts. Any tools utilized on any tree suspected to have cankers or other fungal, bacterial or viral diseases shall be sterilized or not used on any other specimen.
- C. A disc chipper shall be used which will process material up to twelve (12) inches in diameter.

PART 3 - EXECUTION

3.01 PRUNING:

- A. Under this Section, the Contractor shall furnish all labor, materials, equipment and transportation required to complete all aspects of the work in accordance with all local, state and federal regulations in force at the same time of this Contract and in accordance with tree pruning as specified herein.
- B. The work of this Section consists of all pruning work and related items as specified herein and includes, but is not limited to:
 - 1. Pruning - Class II throughout the designated areas and limb removal required to allow for the work.

Class II pruning is defined as medium pruning and shall consist of the removal of dead, dying, diseased, interfering, objectionable and weak branches on the main trunks as well as those within the leaf area. An occasional branch one (1) inch or less in diameter may remain within the main leaf area where it is not practical to remove it.

3.02 DESCRIPTION OF PRUNING WORK:

- A. Pruning and trimming are generally described as the removal and disposal of limbs, branches and stubs which are either dead, potentially detrimental to the health of the tree or dangerous to pedestrians, visually deficient, interfering or otherwise objectionable as determined by the Owner.
- B. The limits of all trees to be pruned have been identified on the plans or referenced

elsewhere in this specification section.

- C. Vehicle access shall be controlled and approved by the Owner.
- D. If the Contractor discovers tree(s) which have not been marked for pruning, but whose condition is such that removal is warranted, whether due to death, disease, decay, or structural weakness, such tree(s) shall not be pruned and the Contractor shall immediately report these findings in writing to the Owner and await the Owner's direction before proceeding with work on the particular tree(s) in question.
- E. All pruning shall be performed in a manner that maintains the natural aesthetic characteristics of the species and variety of trees. No topping or dehorning of trees or stubbing back of branches shall be permitted. All cuts shall be made to a lateral branch that is a minimum of one third (1/3) the size of the branch being removed, unless otherwise instructed by the Owner.
- F. The use of climbing spurs or spiked shoes shall not be permitted and their use will result in the immediate cancellation of the contract.
- G. All cuts shall be made sufficiently close to the parent stem so that wound closure can be readily started under normal conditions. Cuts shall, however, never be made through the branch collar. Slab cuts and rip cuts will result in cancellation of the contract.
- H. All limbs over two (2) inches in diameter to be removed shall be precut to prevent splitting. Any branches that by falling would injure existing trees to remain or other objects shall be lowered to the ground by proper ropes.
- I. On trees known to be diseased and where there is known to be danger of transmitting the disease on tools, tools shall be disinfected with alcohol or bleach after each cut between trees.
- J. Lateral branches as well as occasional branch suckers ("water sprouts") may be retained. Complete removal of secondary laterals and branch suckers resulting in the stripping of major limbs, ("lion tailing") will not be permitted.
- K. Tree paint to seal pruning cuts shall not be used.
- L. All branches and limbs shall be manually lowered to the ground via rope and pulley. This practice must be consistent with the National Arborist Association Standards for Pruning. All grade-level artifacts and landscaping must be protected from damage.

3.03 REMOVALS:

- A. The Contractor shall furnish all labor, materials, equipment and transportation required to complete all aspects of the removals work in accordance with all local, state, and federal regulations in force at the time of this contract and in accordance with tree and stump removals as specified herein.

3.04 DESCRIPTION OF REMOVAL WORK:

- A. Removal is generally described as the removal of groups and individual trees and shrubs which interfere with the growth of more desirable types of trees; the clearing away of lesser growth that may obscure outstanding trees; and thinning out to provide space for healthy growth by the elimination of thinner, weaker trees.
- B. The Contractor shall adhere to the specifications and provide suitable facilities for inspecting the work. Failure of the Owner to immediately reject unsatisfactory work or to notify the Contractor of deviations from the specification shall not relieve the Contractor of responsibility to correct or remedy unsatisfactory work.
- C. The Contractor shall only work on trees designated by the Owner. No compensation will be made for work performed on any other tree or trees.
- D. Trees designated to be removed shall be taken down and all leaves, branches and trunks of trees properly disposed of by chipping and removal from the premises.
- E. Fell trees in a manner that allows all site features and those trees to be saved undamaged.
- F. Removal of all the parts of each tree shall be completed on the same day that the tree is cut.
- G. Stumps shall be ground to eighteen (18) inches below grade by grinding or other means acceptable to the Owner. The void from the stump removal operations shall be filled with ordinary borrow soil to within six (6) inches of finished grade. The top six (6) inches shall be filled with screened loam, moderately tamped to prevent future settling. In grass areas the disturbed area shall be sown with grass seed of a mix appropriate to the location, as required by the Owner.
- H. Excavation or grading within the branch spread of trees to be saved shall be performed as required by the Owner. Removal of pavement such as bituminous concrete in these zones shall be by hand tools and/or air spade to ensure root health for trees to remain.
- I. All equipment to be used and all work to be performed must be in full compliance with all standards as promulgated by OSHA at the time of bidding, including but not

limited to those regulations concerning noise levels, protective devices and operator safety.

- J. The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall protect the public and its property from injury or damage that could be caused by the progress of the work. To this end the Contractor shall provide, erect, and maintain protective devices acceptable to the Owner, including but not limited to barricades, lights and warning signs.
- K. Any practice employed by the Contractor that is obviously hazardous as determined by the Owner shall be immediately discontinued by the Contractor upon receipt of either written or oral notice from the Owner to discontinue such practice.

END OF SECTION

SECTION 31 23 19

DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. This section specifies designing, furnishing, installing, maintaining, operating and removing temporary dewatering systems as required to lower and control water levels and hydrostatic pressures during construction; disposing of pumped water; constructing, maintaining, observing and, except where indicated or required to remain in place, removing of equipment and instrumentation for control of the system.
- B. Prior to commencement of work, the Contractor shall meet with representatives of the Owner's Representative, including the Arlington Conservation Commission, to develop mutual understandings relative to compliance of the dewatering program.

1.02 RELATED WORK:

- A. Section 00 31 43, PERMITS
- B. Section 01 57 19, ENVIRONMENTAL PROTECTION
- C. Section 31 00 00, EARTHWORK
- D. Section 31 50 00, SUPPORT OF EXCAVATION

1.03 SYSTEM DESCRIPTION:

- A. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from the slopes or bottom of the excavation; increasing the stability of excavated slopes; preventing loss of material from beneath the slopes or bottom of the excavation; reducing lateral loads on sheeting and bracing; improving the excavation and hauling characteristics of sandy soil; preventing rupture or heaving of the bottom of any excavation; and disposing of pumped water.

1.04 QUALITY ASSURANCE:

- A. The Contractor is responsible for the adequacy of the dewatering systems.
- B. The dewatering systems shall be capable of effectively reducing the hydrostatic pressure and lowering the groundwater levels to a minimum of 2 feet below excavation bottom, unless otherwise required by the Engineer, so that all excavation bottoms are firm and dry.

- C. The dewatering system shall be capable of maintaining a dry and stable subgrade until the structures, pipes and appurtenances to be built therein have been completed to the extent that they will not be floated or otherwise damaged.
- D. The dewatering system and excavation support (see Section 31 50 00, SUPPORT OF EXCAVATION) shall be designed so that lowering of the groundwater level outside the excavation does not adversely affect adjacent structures, utilities or wells.

1.05 SUBMITTALS:

- A. Contractor shall submit six copies of a plan indicating how they intend to control the discharge from any dewatering operations on the project, whether it is discharge of groundwater from excavations or stormwater runoff during the life of the project.

PART 2 - PRODUCTS: NOT APPLICABLE

PART 3 - EXECUTION

3.01 DEWATERING OPERATIONS:

- A. Any catch basins, drain and outfalls to be used in dewatering operations shall be cleaned out before operations begin.
- B. Any water discharged as part of any dewatering operation shall be passed through filters, on-site settling basins, settling tank trucks, or other devices to ensure that no observable sediments or pollutants are carried into any Resource Area, street, drain or adjacent property.
- C. Measures shall be taken to ensure that no erosion or scouring shall occur on public or private property, or on the banks or bottoms of water bodies, as a result of dewatering operations.
- D. All water pumped or drained from the work shall be disposed of in a manner which will not result in undue interference with other work or damage to adjacent properties, pavements and other surfaces, buildings, structures and utilities. Suitable temporary pipes, flumes or channels shall be provided for water that may flow along or across the site of the work. All disposal of pumped water shall conform to the provisions of Section 01 57 19 ENVIRONMENTAL PROTECTION and Section 00 31 43 PERMITS.
- E. Dewatering facilities shall be located where they will not interfere with utilities and construction work to be done by others.
- F. Dewatering procedures to be used shall be as described below:
 - 1. Crushed stone shall encapsulate the suction end of the pump to aid in minimizing the amount of silt discharged.

2. For dewatering operations with relatively minor flows, pump discharges shall be directed into haybale sedimentation traps lined with filter fabric. Water is to be filtered through the haybales and filter fabric prior to being allowed to seep out into its natural water course.
 3. For dewatering operations with larger flows, pump discharges shall be into a steel dewatering basin. Steel baffle plates shall be used to slow water velocities to increase the contact time and allow adequate settlement of sediment prior to discharge into waterways.
 4. Where indicated on the contract drawings or in conditions of excess silt suspended in the discharge water, silt control bags are to be utilized in catch basins.
- G. The Contractor shall be responsible for repair of any damage caused by his dewatering operations, at no cost to the Owner.

END OF SECTION

SECTION 31 25 00

EROSION CONTROL MAT

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. Furnish all labor, materials, tools and equipment, and perform all operations necessary to install an erosion control mat within the flood storage area, as indicated on contract drawings and as specified herein.

1.02 RELATED WORK:

- A. Section 32 93 00, TREES, SHRUBS, GROWDCOVERS AND LANDSCAPING

1.03 PROJECT CONDITIONS:

- A. Earthmoving activities in the project area shall be conducted in such a manner as to prevent accelerated erosion and the resulting sedimentation.
- B. The Contractor shall implement and maintain an erosion control mat as shown on the contract drawings or as required by the Owner or Owner's Representative to effectively prevent accelerated erosion on the planted slopes of the flood storage area.

1.04 SUBMITTALS:

- A. The Contractor shall submit to the Owner's Representative certification that the materials used for erosion control mat meet the specifications.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Erosion Control Mat shall be a resilient rubber mat with surface texture and multi-nib backing. It shall have a large hole drainage system with aperture openings approximately 1.25 inches in diameter. The erosion control mat shall be the ShoreMax Transition Mat as manufactured by North American Green., Poseyville, IN (Phone: (812) 867-6632); website: www.nagreen.com), or approved equal.

PART 3 - EXECUTION

3.01 CONSTRUCTION SEQUENCE:

- A. Construction of erosion control mat as depicted on drawings will be completed after the earthwork, excavation and grading operations have been completed for the flood storage area.

3.02 CONSTRUCTION METHODS:

- A. Erosion control mats shall be installed on the slopes of the flood storage area and in areas as required by Owner or Owner's Representative in the field. The mat shall be installed in accordance with manufacturer's instructions.
- C. On slopes, the Contractor shall provide protection against washouts by an approved method. Any washout, which occurs either in the Contractor's work area or in areas topographically below his work, shall be regraded at the Contractor's expense until an accepted vegetative stand is established.

END OF SECTION

SECTION 31 37 00

RIPRAP

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers riprap for slope protection, drainage swales and pipe ends, complete.
- B. Grading and compaction of earth slopes and other slope preparation for the riprap are included under other sections of the specification.

1.02 RELATED WORK:

- A. Section 31 00 00, EARTHWORK.
- B. Section 31 05 19.13, GEOTEXTILE FABRICS.

1.03 REFERENCES:

- A. The following standard forms a part of these specifications and indicates minimum standards required:

Massachusetts Department of Transportation (MassDOT) Standard Specifications for Highways and Bridges.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. RIPRAP STONE:

Riprap stone shall have sharp, angular edges and relatively flat faces. The riprap should be blocky in shape rather than elongated. Riprap stones shall be minimum 12-inches and shall be in accordance with MassDOT Specification Section M2.02.2, Dumped Riprap.

B. CRUSHED STONE:

Crushed stone for riprap bedding shall be 4 IN. Crushed Stone as specified in Section 31 00 00 – EARTHWORK.

C. GEOTEXTILE FABRIC:

Geotextile fabric shall be filter/drainage as specified in Section 31 05 19.13, GEOTEXTILE FABRICS.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Geotextile fabric shall be installed where shown on the drawings on properly graded and prepared subgrade, prior to placing the riprap.
- B. The crushed stone bedding shall be installed and compacted until dense and well-keyed where shown on the drawings, prior to placing riprap.
- C. Riprap shall be placed with care to ensure a tight, stable configuration. Interlocking of the riprap during placement shall be achieved to the extent practicable.
- D. Riprap shall be placed to its full course thickness in one operation and in such a manner as to avoid displacing the underlying material. Placing of riprap in layers or by dumping into chutes or by other similar methods likely to cause segregation will not be permitted.
- E. Riprap stones shall be placed and distributed such that there will be no large accumulation of either the larger or smaller stones in any given area.
- F. It is the intent of these specifications to produce compact riprap protection in which all required sizes of stone are placed in the proper proportions. Hand placing or rearranging of individual stones by mechanical equipment shall be utilized to the extent necessary to achieve the desired results.

END OF SECTION

SECTION 31 50 00

SUPPORT OF EXCAVATION

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This section of the specification covers wood sheeting and bracing for support of excavations. The requirements of this section shall also apply, as appropriate, to other methods of excavation support and underpinning which the Contractor elects to use to complete the work.
- B. The Contractor shall furnish and place timber sheeting of the kinds and dimensions required, complying with these specifications, where indicated on the drawings or required by the Engineer.

1.02 RELATED WORK:

- A. Section 31 00 00, EARTHWORK
- B. Section 31 23 19, DEWATERING

1.03 QUALITY ASSURANCE:

- A. This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Safety and Department of Labor, Division of Occupational Safety “Excavation & Trench Safety Regulation (520 CMR 14.00)” and “Rules and Regulations for the Prevention of Accidents in Construction Operations (454 CMR 10.0 et seq.)” Contractors shall be familiar with the requirements of these regulations.
- B. The excavation support system shall be of sufficient strength and be provided with adequate bracing to support all loads to which it will be subjected. The excavation support system shall be designed to prevent any movement of earth that would diminish the width of the excavation or damage or endanger adjacent structures.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Timber sheeting shall be sound spruce, pine, or hemlock, planed on one side and either tongue and grooved or splined. Timber sheeting shall not be less than nominal 2-inches thick.

- B. Timber and steel used for bracing shall be of such size and strength as required in the excavation support design. Timber or steel used for bracing shall be new or undamaged used material which does not contain splices, cutouts, patches, or other alterations which would impair its integrity or strength.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Work shall not be started until all materials and equipment necessary for their construction are either on the site of the work or satisfactorily available for immediate use as required.
- B. The sheeting shall be securely and satisfactorily braced to withstand all pressures to which it may be subjected and be sufficiently tight to minimize lowering of the groundwater level outside the excavation, as required in Section 31 23 19, DEWATERING.
- C. The sheeting shall be driven by approved means to the design elevation. No sheeting may be left so as to create a possible hazard to safety of the public or a hindrance to traffic of any kind.
- D. If boulders or very dense soils are encountered, making it impractical to drive a section to the desired depth, the section shall, as required, be cut off.
- E. The sheeting shall be left in place where indicated on the drawings or required by the Engineer in writing. At all other locations, the sheeting may be left in place or salvaged at the option of the Contractor. Steel or wood sheeting permanently left in place shall be cut off at a depth of not less than two feet below finish grade unless otherwise required.
- F. All cut-off will become the property of the Contractor and shall be removed by him from the site.
- G. Responsibility for the satisfactory construction and maintenance of the excavation support system, complete in place, shall rest with the Contractor. Any work done, including incidental construction, which is not acceptable for the intended purpose shall be either repaired or removed and reconstructed by the Contractor at his expense.
- H. The Contractor shall be solely responsible for repairing all damage associated with installation, performance, and removal of the excavation support system.

END OF SECTION

SECTION 32 12 00

POROUS ASPHALT PAVING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Under this Section, the Contractor shall furnish all necessary labor, materials, equipment, and transportation necessary to construct the following:
1. The porous asphalt paving for pathways shall be composed of materials as specified herein and shall be constructed on a prepared base course to the depth, grade and cross-section shown on the plans, as specified herein and as directed by the Owner's Representative.
 2. Unless otherwise specified in the Contract Drawings, porous asphalt paving shall be composed of a four (4) inch porous asphalt and a four (4) inch minimum choker course.

1.02 REFERENCE STANDARDS AND SPECIFICATIONS

- A. Reference to the standards, specifications and tests of technical societies, organizations and governmental bodies are made in the Contract Documents.
1. AASHTO - American Association of State Highway and Transportation Officials (tests or specifications)
 2. ASTM - American Society for Testing and Materials
 3. MassDOT. Standard Specifications - Latest edition of the Standard Specifications for Highways, Bridges and Waterways, The Commonwealth of Massachusetts Department of Transportation, 1988 edition.
 4. UNHSC Design Specifications for Porous Asphalt Pavement and Infiltration Beds

1.03 SUBMITTALS

- A. Porosity test are required, as described in this specification section.
- B. Submit a list of materials proposed for work under this Section including the name and address of the materials producers and the locations from which the materials are to be obtained.
- C. Compaction tests are required on all porous asphalt paving base surfaces on a 25'

grid interval or per Owner's direction. At the Contractor's expense, an independent testing agency must perform the work and submit the results directly to the Owner's Representative.

- D. A Quality Control (QC) plan must be submitted for placement operations only. The QC plan must conform to "UNHSC Design Specifications for Porous Asphalt Pavement and Infiltration Beds."

PART 2 - MATERIALS

A.01 POROUS ASPHALT PAVING

A. Porous Asphalt Mix

1. Mix Materials

Mix materials consist of modified performance grade asphalt binder (PGAB), coarse and fine aggregates, and optional additives such as silicone, fibers, mineral fillers, fatty amines, and hydrated lime. Materials shall meet the requirements of the NAPA's Design, Construction, and Maintenance of Open-Graded Friction Courses, Information Series 115 (2002), except where noted otherwise below or approved in writing by the Owner's Representative.

2. Polymer Modified PGAB and Mix Designs

The asphalt binder shall be a polymer and/or fiber modified Performance Graded asphalt binder (PGAB) used in the production of Superpave Hot Mix Asphalt (HMA) mixtures. Ideally for maximum durability, the PGAB shall be two grades stiffer than that required for dense mix asphalt (DMA) parking lot installations, which is often achieved by adding a polymer and/or fiber. Mix designs will meet or exceed criteria listed in table below, "Porous Asphalt Mix Design Criteria".

The PGAB polymer modifiers are to be styrene butadiene rubber (SBR). The quantity of rubber solids in the SBR shall typically be 1.5-3% by weight of the bitumen content of the mix. The dosage of fiber additives shall be either 0.3 percent cellulose fibers or 0.4 percent mineral fibers by total mixture mass. The binder shall meet the requirements of AASHTO M320. The PGAB shall be pre-blended. The PG 64-28 with 5 pounds of fibers per ton of asphalt mix shall be used.

3. Anti-Stripping Mix Additives

The mix shall be tested for moisture susceptibility and asphalt stripping from the aggregate by AASHTO T283. If the retained tensile strength (TSR) < 80% upon testing, a heat stable additive shall be furnished to improve the anti-stripping properties of the asphalt binder. Test with one freeze-thaw cycle (rather than five recommended in NAPA IS 115). The amount and type of

additive (e.g. fatty amines or hydrated lime) to be used shall be based on the manufacturer's recommendations, the mix design test results, and shall be approved by the Owner's Representative.

Silicone shall be added to the binder at the rate of 1.5 mL/m³ (1 oz. per 5000 gal).

Fibers may be added per manufacturer and NAPA IS 115 recommendation if the draindown requirement cannot be met (<0.3% via ASTM D6390) provided that the air void content requirement is met (>18%, or >16% as tested with CoreLok device).

Additives should be added per the relevant DOT specification and NAPA IS 115.

4. Coarse Aggregate

Coarse aggregate shall be that part of the aggregate retained on the No. 8 sieve; it shall consist of clean, tough, durable fragments of crushed stone, or crushed gravel of uniform quality throughout. Coarse aggregate shall be crushed stone or crushed gravel and shall have a percentage of wear as determined by AASHTO T96 of not more than 40 percent. In the mixture, at least 75 percent, by mass (weight), of the material coarser than the 4.75 mm (No. 4) sieve shall have at least two fractured faces, and 90 percent shall have one or more fractured faces (ASTM D5821). Coarse aggregate shall be free from clay balls, organic matter, deleterious substances, and a not more than 8.0% of flat or elongated pieces (>3:1) as specified in ASTM D4791.

5. Fine Aggregate

The fine aggregate shall be that part of the aggregate mixture passing the No. 8 sieve and shall consist of sand, screenings, or combination thereof with uniform quality throughout. Fine aggregate shall consist of durable particles, free from injurious foreign matter. Screenings shall be of the same or similar materials as specified for coarse aggregate. The plasticity index of that part of the fine aggregate passing the No. 40 sieve shall be not more than 6 when tested in accordance with AASHTO T90. Fine aggregate from the total mixture shall meet plasticity requirements.

6. Porous Asphalt Mix Design Criteria

The Contractor shall submit a mix design at least 10 working days prior to the beginning of production. The Contractor shall make available samples of coarse aggregate, fine aggregate, mineral filler, fibers and a sample of the PGAB that will be used in the design of the mixture. A certificate of analysis (COA) of the PGAB will be submitted with the mix design. The COA will be certified by a laboratory meeting the requirements of AASHTO R18. The Laboratory will be certified by the state DOT, regional equivalent, and/or qualified under ASTM D3666. Technicians will be certified by the regional certification agency in the discipline of HMA Plant Technician.

Bulk specific gravity (SG) used in air void content calculations shall not be determined and results will not be accepted using AASHTO T166 (saturated surface dry), since it is not intended for open graded specimens (>10% AV). Bulk SG shall be calculated using AASHTO T275 (paraffin wax) or ASTM D6752 (automatic vacuum sealing, e.g. CoreLok). Air void content shall be calculated from the bulk SG and maximum theoretical SG (AASHTO T209) using ASTM D3203.

The materials shall be combined and graded to meet the composition limits by mass (weight) as shown in the table below.

Porous Asphalt Mix Design Criteria

Sieve Size (inch/mm)	Percent Passing (%)
0.75/19	100
0.50/12.5	85-100
0.375/9.5	55-75
No.4/4.75	10-25
No.8/2.36	5-10
No.200/0.075 (#200)	2-4
Binder Content (AASHTO T164)	6 - 6.5%
Fiber Content by Total Mixture Mass	1.3% cellulose or 1.4% mineral
Rubber Solids (SBR) Content by Weight of the Bitumen	1.5-3% or TBD
Air Void Content (ASTM D6752/AASHTO)	16.0-22.0%
Draindown (ASTM D6390)*	≤ 0.3 %
Retained Tensile Strength (AASHTO)	≥ 80 %
Cantabro abrasion test on unaged samples (ASTM D7064-	≤ 20%
Cantabro abrasion test on 7 day aged	≤ 30%
% Compaction	16 – 19%

*Cellulose or mineral fibers may be used to reduce draindown.

**If the TSR (retained tensile strength) values fall below 80% when tested per NAPA IS 131 (with a single freeze thaw cycle rather than 5), then in Step 4, the contractor shall employ an antistripping additive, such as hydrated lime (ASTM C977) or a fatty amine, to raise the TSR value above 80%.

2.02 CHOKER COURSE

Crushed stone for the choker course shall meet the following:

- Maximum Wash Loss of 0.5%
- Minimum Durability Index of 35
- Maximum Abrasion Loss of 10% for 100 revolutions, and maximum of 50% for 500 revolutions.

Material for the choker course shall have the AASHTO No. 57 gradation. AASHTO no. 3 is also suitable for the choker course upon Owner’s Representative approval.

US Standard Sieve Size (Inches/mm)	Percent Passing (%)	
	Choker Course (AASHTO No. 57)	Choker Course Alternative (AASHTO No. 3)
6/150	-	-
2½/63	-	100
2 /50	-	90 – 100
1½/37.5	100	35 – 70
1/25	95 - 100	0 – 15
¾/19	-	-
½/12.5	25 - 60	0 - 5
3/8/9.5	-	-
#4/4.75	0 - 10	-
#8/2.36	0 - 5	-
#200/0.075		
% Compaction ASTM D698 / AASHTO T99	95 maximum	95 maximum

2.03 BASE MATERIAL

Open graded crushed stone shall be ASTM No. 57 and as specified in Specification Section 31 00 00 – EARTHWORK.

2.04 SUBBASE MATERIAL

Open graded crushed stone shall be ASTM No. 2 and as specified in Specification Section 31 00 00 – EARTHWORK.

2.04 GEOTEXTILE FABRIC

Geotextile fabric shall be as specified in Specification Section 31 05 19.13 – GEOTEXTILE FABRICS.

PART 3 - EXECUTION

3.01 POROUS ASPHALT PAVING

- A. Equipment for porous asphalt paving operations shall be in accordance with 409. Fuel oil, kerosene, or other solvents shall not be transported in open containers on any equipment at any time. Cleaning of equipment and tools shall not be accomplished on the pavement or paved shoulder areas.
- B. Mix the aggregate and asphalt binder material within the established temperature range until all the materials are coated. Segregation, flushing or bleeding of porous asphalt paving mixtures will not be permitted. Corrective action shall be taken to prevent the continuation of these conditions. All areas showing an obvious excess or deficiency of asphalt materials shall be removed and replaced. All mixture that becomes loose and broken, mixed with dirt, or is in any way obviously defective shall be removed and replaced.
- C. Surfaces on which a porous asphalt paving mixture is to be placed shall be open graded free draining aggregate and free from objectionable or foreign materials at the time of placement. Contact surfaces of curbing, gutters, manholes, and other structures shall be tack coated in accordance with 406. Protect the mixture at all times from contamination by soil or other fine material during placement. Erosion controls and maintenance will be by others.
- D. Porous asphalt paving shall not be placed between November 15 and March 15, or when the ambient air temperature at the pavement site in the shade away from artificial heat is below 16 °C (60 °F) or when the actual ground temperature is below 10 °C (50 °F). Only the Owner's Representative may adjust the air temperature requirement or extend the dates of the pavement season. The Contractor shall not pave on days when rain is forecast for the day, unless a change in the weather results in favorable conditions as determined by the Owner's Representative.
- E. The porous asphalt paving layers will be placed in lifts with a minimum of 2 inches and a maximum of 4 inches. The mixture shall be placed upon an approved surface by means of a suitable asphalt paver. If hand work is required keep it to a minimum. Spread the mixture in a method that produces a smooth, uniform layer before compacting. Do not haul over the mixture.
- F. Longitudinal joints on roads and streets shall be offset from lane lines a distance of 6 inches whenever possible. Transverse joints shall be constructed by exposing a near vertical full depth face of the previous course.
- G. The porous asphalt paving mixture shall be compacted with equipment in accordance with 409.03(d) immediately after the mixture has been spread and finished. Rollers shall not cause undue displacement, cracking, or shoving.
- H. Compact the mixture using a minimum of two (2) passes with a 10 ton static tandem steel wheel roller (do not use the roller in a vibratory mode), completely seating the aggregate particles. Do not over compact resulting in crushed or broken aggregate. Complete rolling before mix temperatures has dropped below

250 degrees F.

- I. Traffic should be restricted for 24 hours after rolling.
- J. Thickness Tolerance; Ensure the placed porous asphalt paving conforms to the specified thickness by randomly checking the thickness during construction. Surface Tolerance; Ensure that the finished surface is uniform and varies no more than +or- 1/2 inch from a 10-foot straight edge applied longitudinally to the asphalt mat.
- K. Porosity Test will be performed by conducting a water hose test with five gallons per minute minimum. There should be immediate infiltration with no puddles.
- L. Mixing plants shall meet the requirements of hot mix asphalt plants as specified in the MassDOT Specifications unless otherwise approved by the Owner's Representative.
- M. The asphalt material shall be heated to the temperature specified in the MassDOT Specifications in a manner that will avoid local overheating. A continuous supply of asphalt material shall be furnished to the mixer at a uniform temperature.
- N. The aggregate for the mixture shall be dried and heated at the mixing plant before being placed in the mixer. Flames used for drying and heating shall be properly adjusted to avoid damaging the aggregate and depositing soot or unburned fuel on the aggregate. Mineral filler if required to meet the grading requirements, shall be in a manner approved by the Owner's Representative after the aggregates have passed through the dryer.
- O. Mix Preparation: The above preparation of aggregates does not apply for drum-mix plants. The dried aggregate shall be combined in the mixer in the amount of each fraction of aggregate required to meet the job-mix formula and thoroughly mixed prior to adding the asphalt material. The dried aggregates shall be combined with the asphalt material in such a manner as to produce a mixture that when discharged from the pugmill is at a target temperature in the range that corresponds to an asphalt binder viscosity of 700 to 900 centistokes and within a tolerance of ± 11 °C (± 20 °F). The asphalt material shall be measured or gauged and introduced into the mixer in the quantity determined by the Owner's Representative for the particular material being used and at the temperature specified in the relevant specification. After the required quantity of aggregate and asphalt material has been introduced into the mixer, the materials shall be mixed until a complete and uniform coating of the particles and a thorough distribution of the asphalt material throughout the aggregate is secured. The mixing time will be regulated by the Owner's Representative. All plants shall have a positive means of eliminating oversized and foreign material from being incorporated into the mixer.
- P. Should the porous asphalt mix not meet the tolerances specified within this

section upon repeat testing, the Owner's Representative may reject further loads of mix. Mix that is loaded into trucks during the time that the plant is changing operations to comply with a failed test shall not be accepted, and should be recycled at the plant.

3.02 BASE AND SUBBASE MATERIAL

- A. Execution of the base material shall adhere to Specification Section 31 00 00 – EARTHWORK.

PART 4 - GUARANTEE/WARRANTY

- 4.01 The pavement and coatings shall be guaranteed against defects in workmanship or quality for a period of one (1) year after final acceptance. The Contractor shall replace, repair, recoat or otherwise make satisfactory to the Owner any unacceptable pavement and or coating at no additional cost to the Owner.

END OF SECTION

SECTION 32 31 13

BLACK VINYL CLAD CHAIN LINK FENCE

PART I - GENERAL

1.01 SCOPE OF WORK

- A. The work under this Section consists of furnishing and installing vinyl coated chain link fence fabric, hardware and framework of four-foot height as shown on the Contract Drawings and as specified herein including all labor, materials and equipment necessary to finish the work complete in place.

1.02 REFERENCE STANDARDS

- B. References herein to any technical society, organization, group or body is made in accordance with the following abbreviations:

- 1. ASTM American Society for Testing Materials
- 2. AWS American Welding Society

1.03 QUALITY ASSURANCE

- A. All fencing shall conform to the specifications of the Chain Link Fence Manufacturer's Institute and as specified herein.

1.04 SUBMITTALS

Per Section SPECIAL CONDITIONS of these Specifications, submit:

- A. Three (3) samples, approximately 3" long or 6" square of fabric material, post sections and typical accessories.
- B. Shop drawings or catalog cuts including details illustrating fence height, fence post spacing, and sizes of posts, rails, braces, footings and all accessories.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver material in manufacturer's original packaging with all tags and labels intact and legible. Handle and store material in such a manner as to avoid damage.

PART 2 - MATERIALS

2.01 VINYL CLAD STEEL POSTS, RAILS AND BRACES

A. General

1. All fence pipe for posts, rails, and all braces and appurtenances shall be vinyl clad, schedule 40 round, seamless hot dip galvanized pipe conforming to ASTM-A-120-1, or approved equal.
2. All structural shapes shall be vinyl clad, and galvanized in conformance with ASTM Designation A123.
3. All vinyl clad materials shall be fusion bonded in accordance with ASTM-F668 Class 2B.

B. End, Corner and Pull Posts

1. Fence up to and including 5'-0" in height: 2.375" O.D. pipe, 3.65 lbs. per linear foot.
2. Fence over 5'-0" in height: 2.875" O.D. pipe, 5.79 lbs. per linear foot.
3. Fence over 10'-0" in height: 4.00" O.D. pipe, 9.11 lbs. per linear foot.
4. Maximum Spacing 10'-0" on Center.

C. Line Posts (10'-0" Maximum Spacing)

1. Fence up to 5'-0" in height: 1.90" O.D. pipe, 2.28 lbs. per linear foot.
2. Fence over 5'-0" in height: 2.375" O.D. pipe, 3.12 lbs. per linear foot.
3. Fence over 10'-0" in height: 2.875" O.D. pipe, 5.79 lbs per linear foot.

D. Rails

1. All rails shall be 1.66" O.D. pipe weighing 2.27 lbs. per linear foot furnished in manufacturer's standard lengths of approximately 21'-0" with outside sleeve type couplings, at least six (6) inches long for each joint – one (1) coupling in each five (5) to have expansion spring. Provide means for attaching rails securely to each corner, pull and end post. Rails shall form continuous brace from end to end of each run of fence.

E. Post Bracing Assembly

1. 1.66" O.D. pipe weighing 2.27 lbs. per linear foot (for horizontal braces).

Provide at each side of corner and pull posts and at end posts for fence six (6) feet or higher.

2.02 CHAIN LINK FABRIC (VINYL CLAD)

- A. Chain Link fence fabric shall be factory coated 6 gauge core wire (or 9 gauge in certain circumstances as indicated on the details) with a min .02 inch thick coating of plasticized polyvinyl-chloride applied by the fusion method over a thermoset plastic bonding agent. The bond shall exhibit equal or greater strength than the cohesive strength of the vinyl. All cut ends shall be coated with vinyl at the factory. Fabric shall be 2" mesh and black in color.
- B. Top and bottom of fabric shall have knuckled selvage, both sides.

2.03 FITTINGS AND ACCESSORIES (VINYL CLAD)

- A. All accessories shall be vinyl clad in accordance with paragraph 2.01 above, and galvanized in conformance with ASTM Designation A153.

- B. Post Caps

Furnish and install tight fitting pressed steel or malleable iron caps, designed as a weather tight closure cap. Provide one (1) pass-through looped cap for each line post, and one (1) acorn style cap for each end or corner post. Where top rail is used, provide looped cap tops to permit passage of top rail.

- C. Tension Bars

- 1. One (1) piece lengths equal to full height of fabric with minimum cross section of 3/16" x 3/4", conforming to ASTM Designation A123. Provide one (1) stretcher bar for each end post and two (2) for each corner and pull post.
- 2. Tension bands and brace bands, if utilized, shall be 7/8" x 12 gauge beveled, galvanized, sized to fit pipe sizes and furnished with galvanized fasteners. Galvanizing shall conform with ASTM Designations A123 or A153 as they pertain.

- D. Rail Clamps

- 1. Rail clamps shall be standard clamps (boulevard clamps) furnished complete with fasteners with ASTM Designation A153.

E. Tie Wires for Tying Fabric

1. Tie wires shall be bvc shall be attached using a twist band and buckle system
2. Bands shall be 6 gage thickness, 6 ½” long galvanized aluminum ties with a minimum breaking strength of 850 lbs.

F. Fittings, lugs, clamps and other accessories shall be steel conforming to ASTM Designation F626 and galvanized in conformance with ASTM Designation A153.

2.04 ANCHORING CEMENT

- A. Cement for anchoring posts in sleeves embedded in concrete walls shall be "POR-ROK", as manufactured by Hallemite (Lehn and Fink Industrial Products, Division of Sterling Drugs, Inc.), Montage, New Jersey, or approved equal.
- B. "Sika Cola-Due" by the Sika Co.
- C. "Five Star Grout" the Five Star Co.

2.05 CEMENT CONCRETE

- A. Cement concrete for post footings shall conform to Section 03 30 00 of these Specifications.

PART 3 - EXECUTION

3.01 POST INSTALLATION

- A. Install new vinyl coated chain link fence in the location(s) shown on the Contract Drawings, and as approved by the Owner's Representative.
- B. Excavation for post footings as herein before specified in Section 02300 of these Specifications, shall be in firm undisturbed or compacted soil. Post footing diameters vary according to post sizes required and are in accordance with attached details. Excavate hole depths six (6) inches lower than post bottom with bottom of posts set not less than thirty-six (36) inches below surface when in firm, undisturbed soil. Where ledge is encountered, the Contractor shall notify the Owner's Representative to determine method of installation. Payment for any additional work required when installations are in ledge shall be in accordance with methods described in SPECIAL CONDITIONS of these Specifications.
- C. Place concrete around posts in a continuous pour, tamp for consolidation. Check each post for vertical and top alignment and hold in position during placement and finishing operation. Crown the top of the concrete footings to pitch water away from posts.

- D. Under bituminous pavements, tops of footings are to be finished smooth and are to pitch one (1) inch from the posts to the outside edge of the foundation.
- E. In mower strip locations, form top twelve (12) inches square and finish to match mower strip with 1/4" pitch away from posts.
 - 1. If applicable, top of fence footings at players' benches and cement concrete mower strips shall terminate six (6) inches below pavement finish grade.

3.02 FENCE ERECTION

A. Top and Bottom Rails

- 1. Top and bottom rails shall form a continuous brace from end to end of each fence run. In addition, all end and corner posts shall be braced to the nearest line post with center brace rails. Outside sleeve type top rail coupling shall be placed a maximum of twelve (12) inches from line posts.

B. Middle Rails

- 1. All chain link fencing ten (10) feet or more in height shall have a continuous middle rail.

C. Brace Assemblies

- 1. Furnish and install braces and appurtenances so posts are plumb when diagonal rod is under proper tension. All "tension" assemblies shall conform to ASTM 567 and the MASS DPW Standard Specifications Section M.8.09

D. Fabric

- 1. The fabric shall be installed on the "public" side of the fence.
- 2. All fabric shall be aligned so that the top row of the fabric mesh is tied to the top rail, and so that the bottom selvage of fabric mesh stands one (1) inches above the finish grade of the lawns, pavements or concrete wall grade and that the bottom row of the fabric mesh is tied to the bottom rail.
- 3. Fabric shall be properly stretched and securely fastened to the posts and rails, and between posts the top and bottom of the fabric shall be fastened to the horizontal braces as herein specified, and approved by the Owner's Representative. Fabric shall be stretched uniformly taut and as tight as

possible, true to line and grade and complete in all details. Install tension bars at corners.

4. The fabric shall be fastened to end and corner posts with tension bars and stretcher bar bands spaced at one (1) foot intervals.

E. Stretcher Bars

1. Thread through fabric and secure to posts with approved metal bands spaced not over twelve (12) inches O.C.

F. Wire Ties

1. Wire Ties shall be placed at the intervals indicated on the details and securely fastened to all fence posts.
2. All ties shall be pulled tight as per manufacturer's recommended installation procedure. No sharp edges shall protrude from band-it buckles. Ties will be PVC coated, color to match fabric and framework.

G. Fasteners

1. Install nuts for tension band and hardware bolts on side of fence opposite fabric side unless directed otherwise by the Owner's Representative.

3.03 FINISH PROTECTION

- A. During the fence installation, care shall be taken to avoid damaging the vinyl clad or galvanized surfaces of the fence components. All scratches and abrasions shall be thoroughly corrected in a manner satisfactory to the Owner's Representative before final acceptance.

END OF SECTION

SECTION 32 91 19

LOAMING AND SEEDING

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section covers all labor, materials, and equipment necessary to do all loaming, seeding and related work as indicated on the drawings and as herein specified. All lawns disturbed by the Contractor's operations shall be repaired as herein specified.

1.02 RELATED WORK:

- A. Section 32 93 00, TREES, SHRUBS, GROWDCOVERS AND LANDSCAPING

1.03 QUALITY ASSURANCE:

- A. For a particular source of loam, the Owner's Representative may require the Contractor to send approximately 10 pounds of loam to an approved testing laboratory and have the following tests conducted:
 - 1. Organic concentration
 - 2. pH
 - 3. Nitrogen concentration
 - 4. Phosphorous concentration
 - 5. Potash concentration
- B. These tests shall be at the Contractor's expense. Test results, with soil conditioning and fertilizing recommendations, shall be forwarded to the Owner's Representative.

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

- A. Six sets of information detailing the seed mixes, fertilizers, mulch material, slope protection material (if required) and origin of loam shall be submitted to the Owner's Representative for review.
- B. Three sets of test results shall be submitted to the Owner's Representative for review.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. LOAM:

1. Loam shall be a natural, fertile, friable soil, typical of productive soils in the vicinity, obtained from naturally well-drained areas, neither excessively acid nor alkaline, and containing no substances harmful to grass growth. Loam shall not be delivered to the site in frozen or muddy condition and shall be reasonably free of stumps, roots, heavy or stiff clay, stones larger than 1-inch in diameter, lumps, coarse sand, noxious weeds, sticks, brush or other litter.
2. The loam shall contain not less than 4 percent or more than 20 percent organic matter as determined by the loss of weight by ignition of oven-dried samples. Test samples shall be oven-dried to a constant weight at a temperature of 230 degrees F.

B. LIME:

Lime shall be standard commercial ground limestone containing at least 50 percent total oxides (calcium oxide and magnesium oxide), and 50 percent of the material must pass through a No. 100 mesh sieve with 98 percent passing a No. 2 mesh sieve.

C. FERTILIZER:

Fertilizer shall be commercial fertilizer, 10-10-10 fertilizer mixture containing at least 40 percent of organic nitrogen. It shall be delivered to the site in the original sealed containers, each showing the manufacturer's guaranteed analysis. Fertilizer shall be stored so that when used it will be dry and free flowing. No fertilizer shall be used which has not been marketed in accordance with State and Federal Laws, relating to fertilizers.

D. MULCH:

1. Materials to be used in mulching shall conform to the following requirements:
2. Straw Mulch - Straw Mulch shall consist of stalks or stems of grain after threshing.
3. Wood Fiber Mulch - Wood Fiber Mulch shall consist of wood fiber produced from clean, whole uncooked wood, formed into resilient bundles having a high degree of internal friction and shall be dry when delivered to the project.

E. SEED:

1. Seed shall be of an approved mixture, the previous year's crop, clean, high in germinating value, a perennial variety, and low in weed seed. Seed shall be

obtained from a reliable seed company and shall be accompanied by certificates relative to mixture purity and germinating value.

2. Grass seed for lawn areas shall conform to the following requirements:

	Proportion by Weight	Germination Purity	Purity Minimum
Chewing's Fescue	30%	70%	97%
Kentucky 31 Fescue	30%	90%	98%
Kentucky Blue Grass	20%	80%	85%
Domestic Rye Grass	20%	90%	98%

F. TEMPORARY COVER CROP:

1. Temporary cover crop shall conform to the following requirements:

	% Weight	Germination Minimum
Winter Rye	80 min.	85%
Red Fescue (creeping)	4 min.	80%
Perennial Rye Grass	3 min.	90%
Red Clover	3 min.	90%
Other Crop Grass	0.5 max.	
Noxious Weed Seed	0.5 max.	
Inert Matter	1.0 max.	

G. SLOPE EROSION PROTECTION:

1. Erosion control blanket shall be as specified in Section 01 57 19, ENVIRONMENTAL PROTECTION.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION:

- A. After approval of rough grading, loam shall be placed on areas affected by the Contractor's operations. Loam shall be at least 6-inches compacted thickness.
- B. Lime shall be applied to bring the pH to 6.5 or, without a soil test, at the rate of 2-3 tons of lime per acre.

- B. Fertilizer shall be applied according to the soil test, or without a soil test, at the rate of 1000 pounds per acre.
- C. Application of this fertilizer cannot occur in the summer, or after storm events. Lawn fertilizer shall only be applied twice a year, in spring and fall. No herbicides shall be used to treat invasive or unwanted plants. No pesticides or rodenticides shall be used to treat pest management issues.
- D. Loam shall be worked a minimum of 3-inches deep, thoroughly incorporating the lime and fertilizer into the soil. The loam shall then be raked until the surface is finely pulverized and smooth and compacted with rollers, weighing not over 100 pounds per linear foot of tread, to an even surface conforming to the prescribed lines and grades. Minimum depth shall be 6-inches after completion.

3.02 SEEDING:

- A. Seeding shall be done when weather conditions are approved as suitable, in the periods between April 1 and May 30 or August 15 to October 1, unless otherwise approved.
- B. If there is a delay in seeding, during which weeds grow or soil is washed out, the Contractor shall remove the weeds or replace the soil before sowing the seed, without additional compensation. Immediately before seeding is begun, the soil shall be lightly raked.
- C. Seed shall be sown at the approved rate, on a calm day by machine.
- D. One half the seed shall be sown in one direction and the other half at right angles. Seed shall be raked lightly into the soil to a depth of 1/4-inch and rolled with a roller weighing not more than 100 pounds per linear foot of tread.
- E. The surface shall be kept moist by a fine spray until the grass shows uniform germination over the entire area. Wherever poor germination occurs in areas larger than 3 sq. ft., the Contractor shall reseed, roll, and water as necessary to obtain proper germination.
- F. The Contractor shall water, weed, cut and otherwise maintain and protect seeded areas as necessary to produce a dense, healthy growth of perennial lawn grass.
- G. If there is insufficient time in the planting season to complete the fertilizing and seeding, permanent seeding may be left until the following planting season, at the option of the Contractor or as required by the Owner's Representative. In that event, a temporary cover crop shall be sown. This cover crop shall be cut and watered as necessary until the beginning of the following planting season, at which time it shall be plowed or harrowed

into the soil, the area shall be fertilized and the permanent seed crop shall be sown as specified.

3.03 PLACING MULCH:

- A. Straw Mulch shall be loosely spread to a uniform depth over all areas designated on the plans, at the rate of 4-1/2 tons per acre, or as otherwise required.
- B. Straw Mulch may be applied by mechanical apparatus, if in the judgment of the Owner's Representative the apparatus spreads the mulch uniformly and forms a suitable mat to control slope erosion. The apparatus shall be capable of spreading at least 80 percent of the hay or straw in lengths of 6-inches or more, otherwise it shall be spread by hand without additional compensation.
- C. Wood Fiber Mulch shall be uniformly spread over certain selected seeded areas at the minimum rate of 1,400 pounds per acre unless otherwise required. It shall be placed by spraying from an approved spraying machine having pressure sufficient to cover the entire area in one operation.

3.04 SEEDING AND MULCHING BY SPRAY MACHINE:

- A. The application of lime, fertilizer, grass seed and mulch may be accomplished in one operation by the use of an approved spraying machine. The materials shall be mixed with water in the machine and kept in an agitated state in order that the materials may be uniformly suspended in the water. The spraying equipment shall be so designed that when the solution is sprayed over an area, the resulting deposits of lime, fertilizer, grass seed and mulch shall be equal to the specified quantities.
- B. A certified statement shall be furnished, prior to start of work, to the Owner's Representative by the Contractor as to the number of pounds of limestone, fertilizer, grass seed and mulch per 100 gallons of water.
- C. This statement should also specify the number of square yards of seeding that can be covered with the solution specified above. If the results of the spray operation are unsatisfactory, the Contractor will be required to abandon this method and to apply the lime, fertilizer, grass seed and mulch by other methods.

3.05 INSPECTION AND ACCEPTANCE:

At the beginning of the planting season following that in which the permanent grass crop is sown, the seeded areas will be inspected. Any section not showing dense, vigorous growth at that time shall be promptly reseeded by the Contractor at his own expense. The seeded areas shall be watered, weeded, cut and otherwise maintained by the Contractor

until the end of that planting season, when they will be accepted if the sections show dense, vigorous growth.

END OF SECTION

SECTION 32 92 19
NO MOW NATIVE GRASS SEEDING

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section includes furnishing all labor, materials, equipment, seed and incidental materials necessary to accomplish all seeding of native grass and related work, complete in place, maintained, and accepted, in accordance with the Contact Drawings and Specifications.
- B. The Contractor shall bear the responsibility and cost of furnishing and applying water or any other substances, as necessary to ensure the sustainability of native grass seeded areas, as part of the work of this contract.

1.02 RELATED WORK:

- 1. Section 32 91 19, LOAMING AND SEEDING
- 2. Section 32 93 00, TREES, SHRUBS, GROUNDCOVERS AND LANDSCAPING

1.03 SUBMITTALS:

In accordance with requirements of general specifications, the Contractor shall submit the following to the Owner's Representative for review and approval:

- A. Six copies of information for seed mixes including the following:
 - 1. Name and address of the seed supplier.
 - 2. Point of genetic origin, source of seed lot, seed lot number, and dates of harvest for each of the various types of seed.
 - 3. Certification of seed mix composition and proportion, indicating named varieties by percent, percent germination, purity, percent crop seed, percent inert matter, and percent weed seed content. Accuracy shall be to .01 percent.
 - 4. Estimated number of seeds per pound of each type of seed in the mix.
- B. Six copies of information detailing proposed fertilizers, limestone, insecticides, herbicides, fungicides, mulch materials, and slope protection material (if required) to be applied to seeded areas.

- C. Six copies of watering, fertilizing, and maintenance schedule.
- D. Six copies of marked up prints indicating the square footage of all proposed seeded areas with quantities of various soil additives and amendments, and quantities of seed for each area prior to beginning work.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. LOAM BORROW:

Loam Borrow shall be as specified in Section 32 91 19, LOAMING AND SEEDING.

B. LIMESTONE:

- 1. Lime shall be an approved agricultural limestone containing at least 50 percent total oxides (calcium oxide and magnesium oxide). The material will be ground such that 50 percent of the material will pass through a No. 100 mesh sieve and 98 percent will pass a No. 2 mesh sieve. Lime shall be uniform in composition, dry and free-flowing and shall be delivered to the site in the original sealed containers, each bearing the manufacturer's guaranteed analysis.

3. FERTILIZER:

- 1. Fertilizer shall be a complete, standard commercial fertilizer, homogenous and uniform in composition, dry and free-flowing, and shall be delivered to the site in the manufacturer's original sealed containers, each bearing the manufacturer's guaranteed analysis and marketed in compliance with State and Federal Laws. All fertilizer shall be used in accordance with the manufacturer's recommendations.
- 2. For Fertilizers containing Nitrogen, at least 50 percent of nitrogenous elements shall be Urea-form or derived from organic sources and contain no less than 3 percent water soluble Nitrogen.
- 3. Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes, containing not less than 18 percent available phosphoric acid.

D. SEED:

- 1. Seed shall be of an approved perennial variety mixture, the previous year's crop, clean, and high in germinating value. Point of genetic origin shall not be greater than

300 miles north or 200 miles south of the site where seed is proposed to be sown. Parameters for acceptance shall account for the elevation of the point of seed origin such that every difference in elevation of 1000 feet shall be considered equivalent to 175 miles north.

2. Weed seed content shall be less than 0.5 percent by weight and include no noxious weeds. Seed shall be obtained from a reliable seed company and shall be accompanied by seed analysis reports certifying compliance relative to mixture purity and germinating value. Seed shall be furnished and delivered in new, clean, sealed and properly labeled containers. All seed shall comply with applicable State and Federal laws. Seed that has become wet, moldy or otherwise damaged shall not be accepted.
3. Seed mixes shall be supplied by ERNST Seeds, 8884 Mercer Pike, Meadville, PA 16335, 1-800-873-3321, or approved equal.
4. The No Mow Native Grass seed mix shall conform to the following requirements and by applied at 9 lbs/acre:

No Mow Native Grasses:			
Scientific Name	Common Name	Ecotype	% of Mix
<i>Agrostis hyemalis</i>	Autumn Bentgrass	NC	0.6
<i>Schizachyrium scoparium</i>	Little Bluestem	APB or Long Island	63.3
<i>Juncus tenuis</i>	Path Rush	PA	2.8
<i>Elymus virginicus</i>	Virginia Wildrye	PA	33.3
Seed Mix Total			100

5. The temporary cover crop for the no mow native grass seed mix shall conform to the following requirements:

Scientific Name	Common Name	Lbs/Acre	Germination Rate Minimum
<i>Avena sativa</i>	Oat	30	85%

6. The Flood Storage Basin Bottom no mow native seed mix shall conform to the following requirements and by applied at 20 lbs/acre:

Flood Storage Basin Bottom No Mow Native Seed Mix:			
Scientific Name	Common Name	Ecotype	% of Mix
<i>Asclepias incarnata</i>	Swamp Milkweed	PA	2.0
<i>Carex vulpinoidea</i>	Fox Sedge	PA	11.0
<i>Chamaecrista fasciculata</i>	Partridge Pea	PA	4.0
<i>Elymus virginicus</i>	Virginia Wildrye	PA	20.0
<i>Eupatorium perfoliatum</i>	Boneset	PA	2.6
<i>Helenium autumnale</i>	Sneezeweed	PA	0.5
<i>Juncus effusus</i>	Soft Rush	PA	3.0
<i>Monarda fistulosa</i>	Wild Bergamot	Any	0.5
<i>Panicum clandestinum</i>	Deertongue	PA	40.9
<i>Panicum rigidulum</i>	Redtop Panicgrass	PA	10.0
<i>Pycnanthemum tenuifolium</i>	Narrow Leaved Mountain Mint	PA	1.0
<i>Solidago rugosa</i>	Wrinkle Leaved Goldenrod	PA	0.5
<i>Verbena hastata</i>	Blue Vervain	PA	4.0
Seed Mix Total			100

7. The Temporary cover crop for Flood Storage Basin no mow native seed mix shall conform to the following requirements:

Scientific Name	Common Name	Lbs/Acre	Germination Rate Minimum
<i>Secale cereale</i>	Grain Rye	30	85%

E. MULCH:

1. Materials to be used in mulching seeded areas shall be free of weed seed and shall conform to the following requirements:
 - a. Hay Mulch shall consist of mowed and properly cured grass, clover or other acceptable plants. No salt hay shall be used.
 - b. Straw Mulch shall consist of stalks or stems of grain after threshing.

F. HYDROSEED MULCH, TACKIFIERS AND WATER RETENTION AGENTS:

1. Wood fiber mulch for Hydroseed application shall be a manufactured product of natural wood cellulose fibers with a non-toxic green marking dye incorporated to ensure uniform distribution. Mulch shall be packed in sealed original containers, clearly labeled with brand name and manufacturer. It shall have delivered moisture content less than 12 percent.
2. Hydroseed tackifier shall be a powdered starch-based product approved by the Owner's Representative. Hydroseed tackifier shall be applied in conjunction with the hydroseed slurry in accordance with the manufacturer's recommendations.
3. Moisture retention agent shall be a powdered starch-based product, approved by the Owner's Representative, and shall be capable of retaining up to 400 times their weight in water. Moisture retaining agents shall be added to the hydroseed slurry in accordance with the manufacturer's recommendations. Moisture retention agent shall be 'Hydro-Gel' as manufactured by Finn Corporation, Fairfield, OH, or approved equal.

G. WATER:

1. Water shall be furnished by the Contractor, unless otherwise specified, and shall be suitable for irrigation and free from ingredients harmful to plant growth and viability. The delivery and distribution equipment required for the application of water shall be the furnished by the Contractor, at no additional cost to the Owner.

H. INSECTICIDES:

1. No insecticides shall be used on-site without the Contractor notifying and obtaining prior approval of the Owner's Representative.
2. Insecticides shall be EPA registered and approved for use in public open spaces. All insecticides shall be handled by State licensed applicators only, delivered in the original sealed manufacturer's containers, and used in accordance with the manufacturer's instructions.
3. Insecticide use shall be limited and selective, only to control specific insect infestations, as identified by the Contractor or the Owner's Representative, that may result in the disfigurement, decline, or death of plant materials.
4. Grub control insecticide shall be Proturf Insecticide III, as manufactured by A.M. Scotts & Sons, Inc.; Dursban Granules, as manufactured by Old Fox Chemical Corp., or ACMC; or approved equal.

I. HERBICIDES:

1. No herbicides shall be used on-site without the Contractor notifying and obtaining prior approval of the Owner's Representative.
2. All herbicides shall be EPA registered and approved for use in public open spaces. All herbicides shall be handled by State licensed applicators only, delivered in the original sealed manufacturer's containers, and used in accordance with the manufacturer's instructions.
3. Herbicides for post-emergent application shall be impazapic, 'Plateau DG', as manufactured by American Cyanamid, Co.; glyphosate contact, 'Roundup', as manufactured by Monsanto, Inc.; and/or approved equal.
4. Herbicide use shall be limited and selective, only to control specific weed infestations that have been identified by the Contractor or the Owner's Representative.
5. No herbicides shall be used to treat invasive or unwanted plants.

J. FUNGICIDES:

1. No fungicides shall be used on-site without the Contractor notifying and obtaining prior approval of the Owner's Representative.
2. Fungicides shall be EPA registered and approved for use in public open spaces. All fungicides shall be handled by State licensed applicators only, delivered in the original sealed manufacturer's containers, and used in accordance with the manufacturer's instructions.
3. Fungicide use shall be limited and selective, only to control specific fungal pathogenic disease infestations, as identified by the Contractor or the Owner's Representative, that may result in the disfigurement, decline, or death of plant materials.

PART 3 - EXECUTION

3.01 GENERAL:

- A. All work shall be performed by skilled workers with a minimum of 2 years of seed establishment experience and under the full-time supervision of a qualified foreman.
4. Seeding operations shall not begin until at least 4 days have elapsed after the application of lime and fertilizer and seedbed areas are reviewed and approved by the Owner's Representative.
5. To avoid adding excess nitrogen runoff, the Contractor shall only treat the seeding areas with slow release nitrogen fertilizer. Application of this fertilizer cannot occur in the summer, or after storm events. Fertilizer shall only be applied twice a year, in spring and fall. New plantings shall only be fertilized once, during the initial planting year.
6. No pesticides or rodenticides shall be used to treat pest management issues.

- F. Seeding shall be done when soil and weather conditions permit in spring, until June 15. Soil temperature shall be at least 50 degrees F. If it becomes necessary for seed to be sown after June 15, provisions shall be made for applying supplementary water and using a mulch cover over seeded areas.
- G. If there is a delay in seeding, during which weeds grow, or soil from newly loamed areas is washed out, the Contractor shall eliminate the weeds or replace the soil before sowing the seed, without additional compensation.
- H. Seed shall be sown at the approved rate, on a non-windy day by machine.
 - 1. All newly loamed areas shall be lightly raked and hydroseeded in accordance with these specifications and as approved by the Owner's Representative.
 - 2. The equipment used to seed in existing turf areas shall use no-till drill technology to provide a uniform distribution of seed, place seed at the proper depth, and provide for proper seed to soil contact.
- I. The surface shall be kept moist by a fine spray until the seed shows uniform germination over the entire area. Wherever poor germination occurs in areas larger than 3 square feet, the Contractor shall reseed, roll, and water as necessary to obtain proper germination.
- J. If there is insufficient time in the planting season to complete soil preparations, fertilizing, and seeding, permanent seeding may be left until the following planting season, at the option of the Contractor or on order of the Owner's Representative. In that event, a temporary cover crop shall be sown. This cover crop shall be cut and watered as necessary until the beginning of the following planting season, at which time it shall be plowed or harrowed into the soil, the area shall be fertilized, and the permanent seed crop shall be sown as specified.
- K. Protection of newly loamed and graded areas is required and shall be accomplished by whatever means necessary, such as straw applied with a tackifier, or by other means approved by the Owner's Representative. The Contractor shall be responsible for the prevention of siltation in areas beyond the limit of work and for all means of protection during the maintenance period at no additional cost to the Owner.

3.02 SURFACE PREPARATION OF NEWLY LOAMED AREAS:

- A. If approved by the Owner's Representative, the entire site area to be seeded shall be treated with an approved herbicide suitable for pre-emergent use, in accordance with the manufacturer's instructions, not less than 7 days before the start of seeding operations.

- B. If approved by the Owner's Representative, grub control insecticide shall be spread on the surface of the seedbed, in accordance with the manufacturer's instructions, after the seedbed has been properly graded, not less than 24 hours before the start of seeding operations.

3.03 BROADCAST SEEDING:

- A. Mechanical broad cast machinery shall be equipped with special seed boxes to accommodate the irregularly shaped and sized seed. Seed boxes shall include auger-agitators, or the seed mix shall include a carrier, to ensure uniform flow and distribution of seed.
- B. The seed mix to be broadcast shall be sown at the rate recommended by the seed supplier, or as required by the Owner's Representative. Seed shall be divided into 2 equal amounts and uniformly distributed in 2 applications at right angles to each other. Seed shall then be raked lightly into the soil to a depth of 1/4-inch.
- C. If mulch is not necessary the seed shall be directly firmed into the soil with a roller that will apply pressure between 75 and 100 pounds per linear foot of width.

3.04 HYDROSEEDING:

- A. The application of lime, fertilizer, seed and mulch may be accomplished in a single operation by the use of an approved hydroseeding machine. The materials shall be mixed with water in the machine and kept in an agitated state in order that the materials may be uniformly suspended in the water. The slurry shall be of such consistency that it can be sprayed from a hydroseed gun or through at least 200 feet of 1-1/2-inch diameter hose. The spraying equipment shall be so designed that when the solution is sprayed over an area, the resulting deposits of lime, fertilizer, seed and mulch shall be equal to the specified quantities.
- B. Prior to the start of hydroseeding, the Contractor shall furnish to the Owner's Representative, in writing, the weights of limestone, fertilizer, seed, tackifier (as required), moisture retention agent (as required), and mulch per 100 gallons of water to be used. This statement should also specify the number of square yards of seeding that can be covered with the solution specified above. If the results of the hydroseeding operation are unsatisfactory, the Contractor will be required to abandon this method and to apply the lime, fertilizer, seed, and mulch by other means.
- C. Seed shall be incorporated into the mulching material to obtain a minimum sown coverage of 200 pounds of the specified seed per acre. Seed substitutions may require rate adjustments as recommended by the seed suppliers, if approved by the Owner's Representative.

- D. Wood fiber mulch shall be uniformly spread over certain selected seeded areas at the minimum rate of 1,400 pounds per acre unless otherwise required. Mulch shall be placed by spraying from an approved machine with pressure sufficient to cover the entire area in a single operation.
- E. The Contractor shall immediately cleanup hydromulch oversprays from plant materials, pavements, furnishings, etc., to the satisfaction of the Owner's Representative.

3.05 SURFACE PREPARATION OF EXISTING TURF AREAS:

- A. Areas covered with existing vegetation shall be treated with an approved herbicide in accordance with the manufacturer's instructions, not less than 4 weeks before the start of seeding operations.
- B. After the treated vegetation has died, the Contractor shall hay the area, mowing the area low to the ground to remove above-ground vegetative growth and accumulated plant litter. All cuttings shall be disposed of off-site.
- C. The Contractor shall then sow seed according to the No-till Drill Seeding method described below.

3.06 NO-TILL DRILL SEEDING:

- A. No-till drill seeding equipment shall be capable of operating at a consistent shallow depth. Drill seeding machinery shall be equipped with a fluffy seed box with an auger/agitator, suitable for use with the No Mow Native Grass Seed Mix and the Flood Storage Basin No Mow Storage Seed Mix, to ensure uniform flow without carriers. If the seeding machine does not provide adequate row packing after the seed has been placed, the site shall receive an additional packing operation to ensure good soil to seed contact. Grass seed drills shall be as manufactured by Truax Company, 4821 Xerxes Avenue North, Brooklyn Center, MN, or approved equal. Truax grass seed drills are available from Ernst Conservation Seeds, 9006 Mercer Pike, Meadville, PA 16355 (1-800-873-3321).
- B. The Contractor shall ensure that seed is placed to the proper depths and shall perform all seeding operations in accordance with the seed drill manufacturer's recommendations.

3.07 PLACING MULCH AND SLOPE EROSION PROTECTION:

- A. Hay or Straw Mulch shall be loosely spread to a uniform depth over all areas designated on the plans, at the rate of 4-1/2 tons per acre, or as otherwise directed. Mulch shall be firmed into the soil with a roller weighing between 75 and 100 pounds per linear foot of tread.

- B. Hay or Straw Mulch may be applied by mechanical apparatus, if in the judgment of the Owner's Representative, the apparatus spreads the mulch uniformly and forms a suitable mat to control slope erosion. The apparatus shall be capable of spreading at least 80 percent of the hay or straw in lengths of 6-inches or more, otherwise it shall be spread by hand without additional compensation.
- C. Slope erosion control blankets shall be placed as indicated on the plans or as required by the Owner's Representative.

3.08 FIRST YEAR MAINTENANCE:

- A. The Contractor shall maintain and protect the entire seeded area until final acceptance at the completion of the contract or for 60 days, whichever is longer. Maintenance shall include watering as specified, liming, fertilizing, control of weeds, insect pests and fungal pathogens, and mowing. Defective work shall be corrected as soon as possible after it becomes apparent and weather and season permit.
- B. As part of a post-planting weed control regimen, the first mowing shall be done in July, when No Mow Native Grass seedlings have 2 – 3 leaves, or when weed growth is greater than 6-inches in height, to remove the upper growth of weed species only. The second mowing shall be done 6 weeks later in late August/early September. The third mowing shall be done after hard frost in late fall to remove crop residues. Mowing shall not occur in the Flood Storage Basin area.
- C. For the first year, all mowing shall be accomplished with a sickle bar mower raised to a height of 6 inches. All cuttings shall be removed and disposed of off-site.
- D. The Contractor shall be responsible to regularly water seeded areas with the equivalent of 1-inch minimum of rainfall per week, or as necessary to develop and sustain dense, green growth.
- E. All seeded areas shall be periodically inspected, beginning 4 – 6 weeks after planting. Inspections shall include monitoring for seedling vitality, insect pest populations, opportunistic weed growth, and disease. Corrective measures, including reseeding and applications of insecticide, herbicide, or fungicide as needed, shall be undertaken in accordance with assessment of growth stands and these specifications.
- F. The Contractor shall be responsible for securing all seeded areas from physical damage as necessary, including warning signs, barriers, temporary fencing, or other means of protection, through the guarantee period until final acceptance. All damaged areas shall be repaired to reestablish healthy vigorous growth of turf at no additional cost to the Owner. All temporary barriers shall remain the property of the Contractor and shall be removed by the Contractor upon final acceptance by the Owner's Representative.

3.09 EXTENDED MAINTENANCE:

- A. After the first year, No Mow Native Grass seeded areas shall not be cut shorter than 8-inches in height. Mowing shall be undertaken with a sickle bar mower twice yearly – very early in the spring, to clear vegetative matter away from emergent No Mow Native Grass plants, and after hard frost in the fall, after No Mow Native Grass seedheads have matured. Remove and dispose of all cuttings from the site.
- B. Every 3 years test soils for pH and plant nutrient levels. Apply lime and fertilizer at rates recommended for native warm season grasses. Nitrogen may be applied as needed in the second year after seeding and there beyond. Nitrogen shall only be applied in mid to late May, when spring growth is between 3- to 4-inches in height.
- C. Continue to monitor all seeded areas for vitality, insect pest populations, adventitious weed growth, and disease. Undertake corrective measures including reseeding and applications of insecticide, herbicide, or fungicide, as needed, in accordance with assessment of growth stands and these specifications.

3.10 GUARANTEE:

- A. Seeded areas shall be guaranteed until final acceptance of the project, or, in the case of late summer or fall planting, the guarantee period shall extend through the following spring.

3.11 INSPECTION AND PRELIMINARY ACCEPTANCE:

- A. At the beginning of the planting season following that in which the permanent crop is sown, seeded areas will be inspected. Any section not showing dense, vigorous growth shall be promptly reseeded by the Contractor at no additional cost to the Owner. The seeded areas shall be watered, weeded, cut and otherwise maintained by the Contractor, as many times as necessary, in accordance with these specifications, until they are accepted.
- B. The Contractor shall provide written notice to the Owner's Representative not less than 10 days before the anticipated date of inspection for preliminary acceptance. The Owner's Representative shall recommend preliminary acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals, or replacements.
- C. Inspection and acceptance of seeded areas may be requested and granted in part, provided the areas for which acceptance is requested are relatively substantial in size, and with clearly definable boundaries. Acceptance and use of these areas by the Owner shall not waive any other provisions of this Contract.

3.12 GUARANTEE:

- A. Seeded areas shall be guaranteed until final acceptance of the project, or, in the case of late summer or fall planting, the guarantee period shall extend through the following spring.
- B. When the work is accepted in part, the guarantee period shall extend from each partial acceptance to the terminal date of the last guarantee period. All guarantee periods terminate at one time.
- C. Guarantee shall not apply to the replacement of seeded areas 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 Acts of God, including but not limited to, catastrophic fire, hurricanes, riots, war, etc.
- D. In the instance of curtailment of water by local water authorities (when supply was to be furnished by the Owner), the Contractor shall furnish all necessary water by water tanker, the cost of which will be approved and paid for by the Owner.

3.13 FINAL INSPECTION AND FINAL ACCEPTANCE:

- A. At the end of the guarantee period, the Contractor shall provide written notice to the Owner's Representative not less than 10 days before the anticipated date of final inspection for final acceptance.
- B. The Owner's Representative shall recommend final acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals or replacements.

END OF SECTION

SECTION 32 93 00

TREES, SHRUBS, GROUNDCOVERS, AND LANDSCAPING

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section includes furnishing all labor, materials, equipment, plants, and incidental materials necessary to perform all operations related to the planting of all trees, shrubs, herbaceous plants, ground covers, and for all appurtenant work, complete in place, maintained, and accepted, in accordance with the Contract Drawings and Specifications.
- B. The Contractor shall bear the responsibility and cost of furnishing and applying water or any other substances, as necessary to ensure the sustainability of plant materials, as part of the work of this contract.

1.02 RELATED WORK:

- A. Section 32 91 19, LOAMING AND SEEDING

1.03 SUBMITTALS:

In accordance with requirements of the general specifications, the Contractor shall submit the following:

- A. Prior to planting, State nursery inspection certificates for all plant materials shall be submitted to the Owner's Representative for review.
- B. Samples and six copies of the manufacturer's product data, as applicable, shall be submitted to the Owner's Representative for review and approval for the following materials:
 - 1. Limestone.
 - 2. Fertilizer.
 - 3. Sphagnum Peat Moss.
 - 4. Humus.
 - 5. Organic Compost.
 - 6. Manure.

7. Mulch.
8. Guying and Staking Apparatus.
9. Crepe Wrapping for tree trunks.
10. Anti-transpirant/Anti-desiccant.
11. Insecticides.
12. Herbicides.
13. Fungicides.

PART 2 - PRODUCTS

2.01 PLANT MATERIALS:

- A. The Contractor shall furnish and plant all plant materials as shown on the plans and in the quantities and sizes listed thereon. No substitutions shall be permitted without the written approval of the Owner's Representative.
- B. Plants larger than those specified in the Plant List may be used if approved by the Owner's Representative. However, use of such oversized plants shall not be considered grounds for any increase in the contract price. If the use of larger plants is approved, the required spread of roots or ball of earth shall be increased in proportion to the size of the plant and plant pits shall be increased as necessary.
- C. All plants shall be certified to have passed all required Federal and State inspection laws requiring ensuring freedom from plant diseases and insect infestations. The Contractor shall obtain clearance from applicable governing agencies, as required by law, before planting any plants delivered from outside the state in which they are to be planted.
- D. All plants shall be nursery-grown under climatic conditions and environmental stresses similar to those in the locality of the project. All plants shall originate from nurseries that are no more than one Hardiness Zone higher (as established by the Arnold Arboretum, Jamaica Plain, MA) than where the plant is to be installed. Plants also shall conform to the botanical names and standards of size, culture, and quality for the highest grades and standards as adopted by the American Association of Nurserymen, Inc. in the American Standard for Nursery Stock, ANSI-Z60.1, latest edition. All plants shall be legibly tagged with their proper botanical name.

- E. No heeled-in plants or plants from cold storage shall be used. All plants shall be typical of their species or variety and shall have a normal habit of growth. Plants shall be sound, healthy, and vigorous, well branched and densely foliated when in leaf; shall be free of disease, insects, eggs or larvae; and shall have healthy, well-developed root systems. All parts of the plant shall be moist and shall show active green cambium when cut.
- F. All nursery plants shall be balled and burlapped or container-grown and shall have been acclimatized for at least one growing season. Container-grown stock shall have been grown in a container long enough for the root system to have developed sufficiently to hold its soil together, firm and whole, after removal from the container. No plants shall be loose in the container. Container-grown plants shall have no girdling roots and shall not be in a root-bound condition. Plants shall remain in their container until planted.
- G. Care shall be exercised in digging and preparing field-grown plants for shipment and planting. Balled and burlapped materials shall have solid unbroken balls of earth of sufficient size to encompass all fibrous feeding roots necessary to ensure successful recovery and development of the plants. Balls shall be firmly wrapped in untreated biodegradable burlap and tied securely with wire cages and/or jute twine. Roots or balls of plants shall be adequately protected at all times from sun and drying winds. No plant shall be accepted when the ball of earth surrounding its roots has been badly cracked or broken preparatory to or during planting, or after the burlap, staves, wire cage, rope, or platform in connection with its transplanting have been removed. Soil characteristics (i.e., composition, texture, pH, etc.) of all field-grown plants shall closely match those of the soil where plant materials are to be planted.
- H. The height of the trees, measured from the crown of the roots to the top of the top branch, shall not be less than the minimum size designated in the Plant List in the Drawings. The branching height for deciduous trees installed adjacent to or within walks shall be 7 feet minimum, having been pruned to this height at least 1 year prior to transplanting. Except when a clump is designated, the trunk of each tree shall be a single trunk growing from a single, unmutated 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. All pruning cuts shall comply with acceptable horticultural practices. No pruning wounds having a diameter of more than 1½-inches shall be present. Any such wounds must show vigorous bark growth on all edges. Evergreen trees shall be branched to within 1 foot of the ground. No tree that has had its leader cut or die shall be accepted.
- I. Caliper measurements for tree trunks shall be taken 6-inches above ground for trees up to and including 4-inch caliper size and at 12-inches above ground for larger sizes.
- J. Shrubs shall meet the requirements for spread and/or height stated in the Plant List on the Drawings. The measures for height are to be taken from the crown or root flare to the average height of the top of the shrub mass (not the longest branch). The fullness of each

shrub shall correspond to the trade classification "No. 1". Single stemmed or thin plants will not be accepted. The side branches must be generous, well-twigged and the plant as a whole must be well-bushed to the ground. The plants must be in a moist, vigorous condition, free from dead wood, bruises or other root or branch injuries.

- K. Herbaceous plants, vines and groundcovers shall be of the size, age and/or condition designated in the Plant List on the Drawings.
- L. Plants shall be delivered only after preparations for planting have been completed. Plants shall be handled and packed in a horticulturally approved manner and all necessary precautions shall be taken to ensure that plants arrive on-site in a healthy vigorous condition. Trucks used for transporting plants shall be equipped with covers to protect plants from windburn, desiccation, and overheating during transport. Plants that have not been thoroughly watered shall not be accepted at the planting site. Any plants delivered to the site in a dry or wilted condition shall be rejected and replaced at no expense to the Owner. All plant materials shall be protected, watered and otherwise maintained prior to, during, and upon delivery to the site.
- M. Plants shall be subject to inspection and approval by the Owner's Representative at the place of growth, or upon delivery, for conformity to specification requirements as to quality, size, variety, and condition. Inspection and selection of plants before digging shall be at the option of the Owner's Representative. The Contractor, or his representative, shall be present, if requested by the Owner's Representative, for inspection of plants at the Nursery. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of work, for size and condition of balls and roots, disease, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site. Certificates of inspection of plant materials shall be furnished as may be required by Federal, State and other authorities to accompany shipments.

2.02 LOAM BORROW:

Loam Borrow shall be as specified in Section 32 91 19, LOAMING AND SEEDING.

2.03 SOIL ADDITIVES AND AMENDMENTS:

A. LIMESTONE:

Lime shall be an approved agricultural limestone containing at least 50 percent total oxides (calcium oxide and magnesium oxide). The material will be ground such that 50 percent of the material will pass through a No. 100 mesh sieve and 98 percent will pass a No. 2 mesh sieve. Lime shall be uniform in composition, dry and free-flowing and shall be delivered to the site in the original sealed containers, each bearing the manufacturer's guaranteed analysis.

B. FERTILIZER:

1. Fertilizer shall be a complete, standard commercial fertilizer, homogeneous and uniform in composition, dry and free-flowing, and shall be delivered to the site in the manufacturer's original sealed containers, each bearing the manufacturer's guaranteed analysis and marketed in compliance with State and Federal Laws. All fertilizer shall be used in accordance with the manufacturer's recommendations.
2. Fertilizer for tree, shrub and groundcover plantings shall contain all major plant nutrients and minor trace elements essential to sustain plant growth and shall have the following analysis:

Nitrogen (N)	Phosphorous (P)	Potassium (K)
10%	10%	10%

3. As approved by the Owner's Representative, a slow release root contact fertilizer installed at the time of planting, may be used in place of the above, at the discretion of the Contractor.
- C. Organic Compost shall be a standard commercial product comprised of fully decomposed, 100 percent plant-derived, natural organic matter. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Compost shall be free of sticks, stones, weed seeds, roots, mineral or other foreign matter and delivered air dry. It shall be free from excessive soluble salts, heavy metals, phytotoxic compounds, and/or substances harmful to plant growth and viability. Organic compost shall have an acidity range of 4.5 to 7.0 pH.
- D. Sphagnum Peat Moss shall be a standard commercial product. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Peat moss shall be free of sticks, stones, weeds or weed seeds, roots, mineral or other foreign matter. It shall be free from toxic substances and/or compounds harmful to plant growth and viability. It shall be delivered air dry in standard bales and shall have an acidity range of 3.5 to 5.5 pH.
- E. Humus shall be natural humus, reed peat, or sedge peat. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Humus shall be free of sticks, stones, weeds, roots, mineral or other foreign matter and/or toxic substances harmful to plant growth and viability. It shall be low in wood content, free from hard lumps and excessive amounts of zinc and delivered air dry in a shredded or granular form. The acidity range for humus shall be 5.5 to 7.5 pH, and the organic matter content shall be not less than 85 percent, as determined by loss on ignition. The minimum water holding capacity shall be 200 percent by weight on an oven-dry basis.

- F. Manure shall be well-rotted, leached, cow manure not less than 8 months or more than 2 years old. It shall be free of sawdust, shavings, or refuse of any kind and shall not contain more than 25 percent straw. It shall contain no substances harmful to plant growth. The Contractor shall furnish information regarding chemical disinfectants, if any, that may have been used in storage of the manure.

2.04 PLANTING MIXTURE:

Planting mix shall consist of 7 parts loam borrow and 1 part organic compost, humus, sphagnum peat moss, or manure, thoroughly blended.

2.05 WATER:

Water shall be furnished by the Contractor, unless otherwise specified, and shall be suitable for irrigation and free from ingredients harmful to plant growth and viability. The delivery and distribution equipment required for the application of water shall be furnished by the Contractor, at no additional cost to the Owner.

2.06 MULCH:

Mulch shall be fibrous pliable shredded softbark mulch, not exceeding ½-inch in width. It shall be 98 percent organic matter with a pH range between 3.5 and 4.5 and a moisture content not to exceed 35 percent. It shall be free of weeds, weed seeds, debris, and other materials harmful to plant growth and viability. Organic mulch shall be aged no longer than 2 years.

2.07 MATERIALS FOR STAKING, GUYING, AND WRAPPING:

- A. Tree stakes shall be sound, untreated 2 x 3 (nominal) x 8-foot length Douglas Fir reasonably free of knots. No paint or stain shall be used in conjunction with tree stakes. Tying material shall be flexible braided nylon webbing, ¾-inch wide and have a tensile strength of 900 pounds. Webbing shall be ‘ArborTie’, or approved equal.
- B. Drive anchors and guy wire assemblies shall be suitable for protecting trees and shall be sized in accordance with the manufacturer’s recommendations. No materials shall be used for guying that will girdle, chafe, or otherwise injure trees.
- C. Tree wrap shall be duplex, waterproof kraft paper crinkled to 33-1/3 percent stretch, 4 to 6-inch wide strips. Tying materials shall be jute twine, 2-ply for shrubs and trees less than 3-inch caliper; 3-ply for larger plants.

2.08 TREE PAINT:

Tree paint shall not be used.

2.09 ANTI-TRANSPIRANT/ANTI-DESICCANT:

Anti-transpirant or anti-desiccant shall be 'Wilt-Pruf', as manufactured by Nursery Specialty Products, Inc., Groton Falls, NY, or approved equal. It shall be delivered in original sealed manufacturer's containers and used in accordance with the manufacturer's instructions.

2.10 INSECTICIDES:

- A. No insecticides shall be used on-site without the Contractor notifying and obtaining the prior approval of the Owner's Representative.
- B. Insecticides shall be EPA registered and approved for use in public open spaces. All insecticides shall be handled by State licensed applicators only, delivered in the original sealed manufacturer's containers, and used in accordance with the manufacturer's instructions.
- C. Insecticide use shall be limited and selective, only to control specific insect infestations, as identified by the Contractor or the Owner's Representative that may result in the disfigurement, decline, or death of plant materials.

2.11 HERBICIDES:

- A. No herbicides shall be used on-site without the Contractor notifying and obtaining prior approval of the Owner's Representative.
- B. Herbicides shall be EPA registered and approved for use in public open spaces. All herbicide shall be handled by State licensed applicators only, delivered in the original sealed manufacturer's containers, and used in accordance with the manufacturer's instructions.
- C. Herbicide for post-emergent application shall be glyphosate contact, 'Roundup', as manufactured by Monsanto, Inc., or approved equal.
- D. Herbicide use shall be limited and selective, only to control specific weed infestations that have been identified by the Contractor or the Owner's Representative.

2.12 FUNGICIDES:

- A. No fungicides shall be used on-site without the Contractor notifying and obtaining prior approval of the Owner's Representative.

- B. Fungicides shall be EPA registered and approved for use in public open spaces. All fungicides shall be handled by State licensed applicators only, delivered in the original sealed manufacturer's containers, and used in accordance with the manufacturer's instructions.
- C. Fungicide use shall be limited and selective, only to control specific fungal pathogenic disease infestations, as identified by the Contractor or the Owner's Representative, that may result in the disfigurement, decline, or death of plant materials.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. All plants shall be subject to inspection and approval by the Owner's Representative upon delivery to the site. No materials shall be planted until approval is received.
- B. All work shall be performed by skilled workers with a minimum of 2 years planting experience, in accordance with accepted horticultural/nursery practices, under the full-time supervision of a Certified Nurseryman or Arborist.
- C. All balled and burlapped plants that cannot be planted immediately upon delivery shall be set on the ground and the root balls shall be well protected with soil, wet moss, or other acceptable material. All foliage shall be protected and covered with perforated shade materials.
- D. The planting season for evergreen trees and shrubs shall extend from the time the soil becomes workable in the spring until new growth appears, and from September 15 until November 30 in the fall. Deciduous trees and shrubs shall be planted only when dormant, either prior to bud break and/or before leaves appear in the spring, or subsequent to their leaf drop in the fall. Ground covers shall be planted only after the last frost in the spring through mid-May. Planting season periods may be extended if weather and soil conditions permit only with the written approval of the Owner's Representative. Extended or out-of-season planting requirements shall include application of antitranspirant and extra water as needed. Plant guarantee periods shall remain as stated below. Planting shall not be permitted in frozen ground.
- E. All plant locations and outlines for planting beds shall be staked out for review and potential adjustment by the Owner's Representative before any excavation is begun. In the event that rock, underground construction work or obstructions are encountered in any proposed planting pit or bed, the Owner's Representative may select alternate locations. Where locations cannot be changed, the obstruction shall be removed, subject to the Owner's Representative's approval, to a depth of not less than 3 feet below grade and not less than 6-inches below the bottom of the root ball when plant is properly set at the required grade. Removal of boulders or obstructions greater than 1 cubic yard in size shall

be subject to approval and will be paid for by the Owner. No ledge will be removed to create planting pits or beds

- F. All planting pits shall be excavated with sloped walls, wider at the top than at the bottom, and scarified to eliminate glazing. Tree pits shall be at least 2 feet greater in diameter than the root ball of earth or root system. Shrub pits shall be at least 1 foot greater than the diameter of the root ball. Planting pits shall not be deeper than the height of the root ball.
- G. When excavation occurs in areas of heavily compacted earth, stones, concrete chunks or other foreign matter, pits shall be dug at least 3 times the width of the rootball. Excavated material from plant pits shall be disposed of as required.
- H. Container plants shall be removed from their growing container before planting. If roots are densely matted, the outer root mass shall be scored, sliced vertically, with a sharp knife to separate roots. All herbaceous plants and groundcovers shall be evenly spaced to produce a uniform effect and staggered in rows at intervals designated on the contract drawings.
- I. Shrubs and trees shall be set in the center of planting pits, plumb and straight, and at such a level that after settlement the crown of the roots will be 1-inch above the surrounding finished grade. Root ball masses shall not be loosened, broken or damaged. When balled and burlapped plants are set, planting mixture shall be compacted around bases of balls to fill all voids. All tying materials, twine and rope shall be cut and removed. Biodegradable burlap shall be laid back or cut away from the top half of the ball. If a wire basket is present, the upper 2/3 of the basket shall be cut away and removed. Do not remove the entire basket. Roots or bare root plants shall be properly spread out and planting mixture carefully worked in among them. Broken or frayed roots shall be cleanly cut.
- J. Backfill plant pits with planting mixture in layers of not more than 9-inches and firmly tamp each layer and water to sufficiently settle the backfilled soil before the next layer is put in place. When the planting pit is 2/3 backfilled, the hole shall be flooded and watered thoroughly so that the water level reaches the top of the planting pit. Allow water to soak in, then complete the backfilling operation. Immediately after planting pit is backfilled, a shallow basin 3-inches deep and slightly larger than the pit shall be formed with a ridge of soil for water retention. Form a common basin for plant materials throughout mass planting beds. After planting, lightly till the soil in planting beds between planting pits and rake smooth to eliminate compaction of soils.
- K. All planting hole basins shall be flooded with water twice within the first 24 hours of planting, and watered not less than twice per week until final acceptance of the work.
- L. All thin barked deciduous trees shall be wrapped after they are planted and before they are staked. Prior to wrapping, inspect trees for injury to trunks or improper pruning. Take corrective measures as necessary. Wrap trunks of all trees spirally from bottom to top with

tree wrap and secure top and bottom at 2-foot intervals with jute twine. The wrapping shall overlap and entirely cover the trunk from the ground to the height of the second branches and shall be neat and snug. Overlap shall be approximately 2-inches.

- M. Stake trees immediately after planting as detailed. All staking apparatus shall be adequate to hold the tree in a vertical position under severe weather conditions. All staking apparatus and tree trunk wrapping shall be removed and disposed of off-site by the Contractor at the end of one growing season.
- N. Immediately after planting and staking operations are complete, all plant pit basins and plant beds shall be covered with approved mulch to the depths designated on the plans. Mulch shall not contact tree bark, cover tree root flares, or shrub crowns. No mulch shall be applied prior to the first watering.
- O. Application of fertilizer cannot occur in the summer, or after storm events. New plantings shall only be fertilized once, during the initial planting year.
- P. The pruning of trees and shrubs shall only be permitted to remove dead or dying branch limbs and tips, sucker growth, water sprouts, crossing or rubbing branches, broken or damaged branches, diseased or insect infested limbs, and to preserve the natural character of the plant. Plant materials shall be pruned in accordance with American Nurserymen Association Standards and as required by the Owner's Representative. Questionable weak limbs and branch removals that may disfigure the plant shall be left to the discretion of the Owner's Representative. The tree leader shall never be permitted to be cut. Pruning shall be done with clean, sharp tools. All large pruning cuts that are 1/2-inch in diameter or larger shall be made along the bark branch ridge. Pruning cuts shall not breach or otherwise interfere with the branch collar. All pruning cuts less than 1/4-inch diameter shall be made with hand pruners as close to the main stem as possible without damaging the cambium or bud. Tree paint shall not be used to cover pruning cuts.
- Q. As the work proceeds, the Contractor shall remove all debris from the site, including but not limited to branches, rock, paper, and rubbish. All areas shall be kept clean, neat and in an orderly condition at all times. Prior to final acceptance, the Contractor shall cleanup the entire area to the satisfaction of the Owner's Representative.

3.02 MAINTENANCE:

- A. Maintenance shall begin immediately after each plant is planted and shall continue until completion of the guarantee period and final acceptance of the project. Plants shall be watered, pruned, sprayed, fertilized, cultivated and otherwise maintained and protected. Tree guys and stakes shall be tightened and repaired. Defective work shall be corrected as soon as possible after it becomes apparent and weather and season permit.

- B. Settled plants shall be reset to proper grade and position, planting pits and common basins restored, and dead materials removed and replaced. Planting beds and individual basins shall be neat in appearance, maintained to their original layout lines and kept free of weeds. Mulch shall be replaced as required to maintain proper depths.
- C. Contractor shall make arrangements to provide sufficient water to maintain all trees, shrubs and plant materials until final acceptance. Plants shall be sprayed with anti-transpirant or anti-desiccant if required by seasonal conditions or as required by the Owner's Representative.
- D. Planting areas shall be protected against trespass and damage of any kind during the maintenance period. This shall include the furnishing and installation of approved temporary fencing if necessary. If any plants become damaged during the maintenance period, they shall be treated or replaced as required by the Owner's Representative at no additional cost to the Owner.

3.03 INSPECTION AND PRELIMINARY ACCEPTANCE:

- A. Contractor shall provide written notice to the Owner's Representative not less than 10 days before the anticipated date of inspection for preliminary acceptance. The Owner's Representative shall recommend preliminary acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals or replacements.
- B. Inspection and acceptance of plantings may be requested and granted in part, provided the areas for which acceptance is requested are relatively substantial in size, and with clearly definable boundaries. Acceptance and use of these areas by the Owner shall not waive any other provisions of this Contract.

3.04 GUARANTEE:

- A. All plant materials shall be guaranteed for a period of one year after the date of completion of the specified maintenance period and preliminary acceptance of the project by the Owner.
- B. When the work is accepted in part, the guarantee period shall extend from each partial acceptance to the terminal date of the last guarantee period. All guarantee periods terminate at one time.
- C. Plants shall be healthy, free of pests and disease. Plants shall exhibit vigorous growth, shall bear foliage of normal density, size and color and shall have no less than seventy-five percent (75%) of their branches alive at the end of the guarantee period. If the leader of any single-leader species is dead, the entire plant shall be considered dead.

- D. Any plant required under this Contract that is dead or unsatisfactory, as determined by the Owner's Representative, shall be removed from the site. These shall be replaced as soon as weather permits during the specified planting season, at no additional cost to the Owner, until the plants live through one year.
- E. All replacements shall be plants of the same kind and size as specified on the Plant List. They shall be furnished and planted as specified above.
- F. The guarantee of all replacement plants shall extend for an additional one-year period from the date of their acceptance as replacement.
- G. Guarantee shall not apply to the replacement of unacceptable plants 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 Acts of God, including but not limited to, catastrophic fire, hurricanes, riots, war, etc.
- H. In the instance of curtailment of water by local water authorities (when supply was to be furnished by the Owner), the Contractor shall furnish all necessary water by water tanker, the cost of which will be approved and paid for by the Owner.

3.05 FINAL INSPECTION AND FINAL ACCEPTANCE:

- A. At the end of the guarantee period, the Contractor shall provide written notice to the Owner's Representative not less than 10 days before the anticipated date of final inspection for final acceptance.
- B. The Owner's Representative shall recommend final acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals or replacements.

END OF SECTION

APPENDIX A
PERMITS

LETTER OF TRANSMITTAL

TO

Massachusetts Water Resources Authority
2 Griffin Way
Chelsea, MA 02150

DATE	JOB NO.
01/02/2019	2180078
ATTENTION	Kevin McKenna
RE	8M Permit
Mill Brook Corridor & Wellington Park Revitalization Project: Invasive Species Removal Arlington, MA	

WE ARE SENDING YOU:

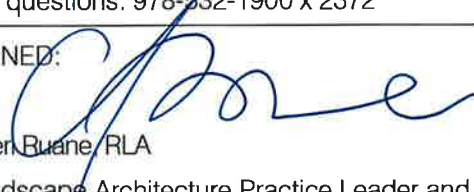
- | | | | |
|---------------------------------------|--|--|---|
| <input type="checkbox"/> Shop Drawing | <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Plans | <input type="checkbox"/> Samples |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Prints | <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Other | | <input type="checkbox"/> Under Separate Cover Via: _____ | |

COPIES	DATE	NO.	DESCRIPTION
6	01/02/19	1	8M Permit Wellington Park, Proposed Invasive Species Removal

THESE ARE TRANSMITTED AS CHECKED BELOW:

- | | | |
|--|---|---|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved as Submitted | <input type="checkbox"/> Resubmit Copies for Approval |
| <input type="checkbox"/> For Your Use | <input type="checkbox"/> Approved as Noted | <input type="checkbox"/> Submit Copies for Distribution |
| <input checked="" type="checkbox"/> For Review and Comment | <input type="checkbox"/> As Requested | <input type="checkbox"/> Return Corrected Prints |
| <input type="checkbox"/> FOR BIDS DUE | <input type="checkbox"/> Prints Returned After Loan to Us | <input type="checkbox"/> Returned for Corrections |
| <input type="checkbox"/> Other | | |

REMARKS:

Please find our 8M permit application attached. Contact us with any questions. 978-532-1900 x 2372	
COPY TO: Emily Sullivan Environmental Planner & Conservation Agent for the Town of Arlington	SIGNED:  Cher Buane, RLA Landscape Architecture Practice Leader and Vice President

January 02, 2019

Mr. Kevin McKenna,
Massachusetts Water Resources Authority
Wastewater 8(m) Permitting Unit
2 Griffin Way
Chelsea, MA 02150

Re: Wastewater 8(m) Permit

Mill Brook Corridor & Wellington Park Revitalization Project: Invasive Species Removal

Dear Mr. McKenna,

On behalf of the Town of Arlington, Weston & Sampson (W&S) herein submits a Wastewater 8(m) Permit package. This 8(m) application is to remove invasive plants above the MWRA sewer easement in order to improve public access to Wellington Park. This work is in support of the Mill Brook Corridor & Wellington Park Revitalization Project, which aims to increase flood storage capacity at Wellington Park and provide a pilot site for Municipal Vulnerability Preparedness (MVP) Action Grant projects within the Mill Brook Corridor. The project team has restricted work over the MWRA easement to only include invasive species removal and landscaping above Sewer Section 92 at Arlington Station 39+90. This work may require MWRA's engineering group to initiate a review of the current conditions of the sewer pipe, to assess if the pipe has been fortified structurally.

MWRA Sewer Plan 8868-4 indicates that a 42-inch R.C. pipe in MWRA Sewer Section 92 runs beneath Wellington Park and borders Mill Brook. A W&S Invasive Species Investigation in April 2018 identified a large patch of Japanese knotweed growing over this MWRA Sewer Easement. The proposed invasive removal will be performed within the guidelines of the attached "Proposed Knotweed Removal Plan" document.

W&S will secure a qualified, fully insured contractor to perform the invasive species removal associated with this proposal. The contractor will perform work in accordance with the attached "Proposed Knotweed Removal Plan" document and the project Contract Documents. The Contractor will work closely with MWRA and Town of Arlington officials to coordinate invasive species removal at the proposed site.

The Town of Arlington intends for the Contractor to commence invasive species removal, upon approval, in March 2019. The specific knotweed removal methods are detailed in the attached "Proposed Knotweed Removal Plan" document.

For this project, invasive species removal will start at the easternmost end of the invasive extent, and then proceed west. Work will not commence before receipt of required permits, and no earlier than March 20, 2019. Work will be completed no later than June 30, 2019. More information is included in the attached "Proposed Knotweed Removal Plan" document.

The enclosed permit package includes the following:

- MWRA Application for 8(m) Permit
- Summary of Invasive Species Investigation
- Proposed Knotweed Removal Plan
- Map of Invasive Knotweed Area and MWRA Sewer Easement. This map compares the location of the proposed invasive species removal with the location of the MWRA sewer.
- MWRA Sewer Easement Plan (Record Plan, MDC Sewer Commission)
- Grading and Drainage Plan. The planned excavation may result in up to one foot of grade change along the edge of the MWRA sewer easement.
- Plan and Section Renderings of Mill Brook Corridor & Wellington Park Revitalization Project. These images show additional improvements within the scope of the Mill Brook Corridor & Wellington Park Revitalization Project that do not cross into the MWRA Sewer Easement.

The project team is submitting this 8(m) permit with a limited scope for invasive removal only, so that it can be completed in a timely fashion. Once all design and construction documents are finalized for the full park revitalization, W&S will submit a second 8(m) permit on behalf of the Town of Arlington. This second permit application will include stamped plans, details, and grading information for comment and approval.

If you should have any questions or require additional information, please contact me.

Sincerely,
Weston & Sampson



Cheri Ruane, RLA
Landscape Architecture Practice Leader and Vice President

Cc: Emily Sullivan, Environmental Planner & Conservation Agent for the Town of Arlington

MASSACHUSETTS WATER RESOURCES AUTHORITY

APPLICATION FOR 8(m) PERMIT

What is this application and why is it necessary?

This application, when completed and submitted, requests the MWRA to issue an 8(m) Permit. Section 8(m) of chapter 372 of the Acts of 1984 enables the Authority to issue permits to other entities to build, construct, excavate, or cross within an easement or other property interest held by the Authority.

How to complete and submit this application?

Please print legibly in black or dark blue ink or type all responses. Answer all questions: if a question does not apply to your project, write "Not Applicable" or "N/A". Include all necessary documents. Keep a copy of the completed application for your records.

Send a \$100.00 non-refundable check for the administrative processing fee, the original and five (5) copies of the completed application and any other required documents to either:

Massachusetts Water Resources Authority
Wastewater 8(m) Permitting Unit
2 Griffin Way
Chelsea, MA 02150
Attn: Kevin McKenna
Or

Massachusetts Water Resources Authority
Waterworks 8(m) Permitting Unit
2 Griffin Way
Chelsea, MA 02150
Attn: Ralph A. Francesconi

Permit Process:

- The owner of the work, project, property or facilities that are resulting in the need for this 8m permit must be the party signing the permit application (not the project contractor or consultant).
- MWRA staff will review the application to determine if your request can be approved. If MWRA cannot issue the requested permit, you will receive a letter explaining the reasons for denying the request.
- If the permit application is approved, MWRA staff will send you three original 8(m) Permits for your signature. Additionally, a completed 8(m) Permit Assessment Fee Form noting any additional charges beyond the administrative processing fee (if required) will be sent.
- Upon receipt of all signed originals and payment for any additional fees, MWRA will execute the document.
- MWRA will mail the executed documents with a Notice to Proceed.
- All plans submitted shall be stamped by a Professional Engineer or Professional Land Surveyor licensed in the State of Massachusetts.
- All design, construction and excavation shall be conducted in accordance with all federal, state and local safety regulations including but not limited to federal OSHA regulations (29 CFR 1926) and Massachusetts Department of Public Safety regulations (520 CMR 14.00). During construction, appropriate sheeting and shoring measures must be taken to protect the integrity of the Authority's water/ sewer mains. Any sheeting and shoring design must be submitted to MWRA prior to the start of the construction. The submitted design of excavation trench support and all temporary supports associated with excavating under or near MWRA water and sewer lines shall be stamped by a Professional Engineer, licensed in Massachusetts.

Questions and answers:

For answers to questions about this application and MWRA 8(m) Permits, contact MWRA's Wastewater 8(m) Permitting Unit at (617) 305-5956 or MWRA's Waterworks 8(m) Permitting Unit at (617) 305-5827.

**MASSACHUSETTS WATER RESOURCES AUTHORITY
APPLICATION FOR 8(m) PERMIT**

1. Applicant Owner Permit Issued To (Town or City, Utility Co. Owner of Property)

Name: Emily Sullivan, Environmental Planner & Conservation Agent for the Town of Arlington

Mailing Address: Arlington Town Hall, c/o Emily Sullivan, 730 Massachusetts Ave, Arlington, MA 02476

Telephone (include area code): (781) 316-3012

Fax (include area code): N/A

2. Person to contact about this application (if other than the applicant):

Name: Adria Boynton, Resiliency Specialist, Weston & Sampson

Mailing Address: Weston & Sampson, c/o Adria Boynton, 5 Centennial Drive, Peabody, MA 01960

Telephone (include area code): 978-278-3592

Fax (include area code): N/A

3. Location of the proposed work: Wellington Park

Street Address: Please see attached plans for extent of proposed project

City/Town: Arlington, MA 02476

MWRA sewer line or waterline, section, nearest manhole: 42-inch R.C. Pipe, Sewer line Section 92

Deed Book and Page or Land Court Certificate (if known): N/A

4. Brief description of work to be performed: Removal of invasive species above MWRA sewer main

Approximate Start Date: March 2019 Estimated Completion Date: June 2019

5. Permits other than MWRA 8(m) Permit that need to be obtained before work can commence:

N/A

Please attach available plans and specifications of work to be performed and any other information that would be helpful in reviewing this application.

6. Applicant Certification:

I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Applicant's Signature: Emily Sullivan Date: 12/31/2018

Print the name of the person whose signature is above: Emily Sullivan

Corporate Title (if any): Environmental Planner & Conservation Agent for the Town of Arlington

**Summary of Invasive Species Investigation
Wellington Park
Arlington, MA**

*Excerpt from report prepared by Weston & Sampson, April 2018.

On April 10, 2018, the presence of invasive species was investigated at Wellington Park and along Mill Brook, between Grove Street and Brattle Street. A GPS unit was used to locate these areas and the extent of this area can be seen on the attached map (“Map of Invasive Knotweed Area and MWRA Sewer Easement”). This excerpt summary and the attached map describe only those invasive species that overlap with the MWRA sewer easement on site.

An invasive species known as Japanese knotweed (*Fallopia japonica*) was identified on site. Knotweed is an herbaceous perennial that appears woody and reaches 3-10 feet in height. The round stems are hollow and covered with scales. The shoots grow from spreading rhizomes that can reach 65 feet in length. The leaves are broadly oblong-ovate or ovate-lanceolate, 3-6 inches long and 2-4.75 inches wide. Knotweed is native to China, Japan and Korea. In the United States it is found from Maine to Georgia and west from South Dakota to Oklahoma. This plant has been reported from all the states of New England, being introduced sometime after 1830. It forms dense, persistent thickets that exclude other vegetation. Its vegetative reproduction has proved quite successful. Established populations are difficult to eradicate ([Invasive Plant Atlas of New England 2018](#)).

The area of knotweed overlapping with the MWRA sewer easement was located at the western edge of Wellington Park (see photograph below). The outer limits are delineated on the attached map (“Map of Invasive Knotweed Area and MWRA Sewer Easement”). This area was approximately 6,800 square feet (sf). When the invasive species removal is initiated in the spring of 2019, the extent of knotweed in the field may differ from the original 2018 investigation. There may be a need to expand the invasive species removal further up or down the easement than what is currently shown on the “Map of Invasive Knotweed Area and MWRA Sewer Easement.”



Knotweed at western edge of Wellington Park, April 2018. Photo by W&S.

Three alternatives were considered for removal in order of effectiveness:

1. Complete excavation including removing the topsoil, the plant, and its root system and seeds in the soil. This is considered the optimal removal method, because it completely removes the impacted material. Based on nearby subsurface data, the root zone extends approximately 4 ft. below ground surface. This work is generally done in the early spring where the soil is moist and seeds have yet to mature, which reduces the risk of seed transport to other areas.
2. Cut the knotweed to ground surface and then spray a glyphosate herbicide (without POEA) 6 weeks later. The cut is generally performed in June and the spray in late summer during the flowering period. This process would need to occur over several years until the knotweed is completely gone. The Town of Arlington Conservation Commission does not typically approve herbicide spraying. Due to the limitations associated with the project timeline and Conservation Commission approval, this removal strategy will not be used at the site.
3. Cut the knotweed to ground surface and immediately apply a glyphosate herbicide (without POEA) directly to the cut, commonly referred to as the “cut-and-dab method”. This process would need to be repeated annually until the knotweed is completely gone.

**Proposed Knotweed Removal Plan
Wellington Park
Arlington, MA**

The Contractor will work closely with MWRA and Town of Arlington officials to coordinate invasive species removal on the site. Removal of the invasive species will involve two methods, depending on location:

1. In locations that overlap with the proposed flood storage area (and that do not overlap with the MWRA sewer easement), invasive species will be removed by excavating the topsoil, the plant, and its root system and seeds in the soil. The excavation will extend approximately four feet below ground surface based on nearby subsurface information. This process will involve the use of an excavator and a dump truck. After excavation, this area will be left low so that it can provide additional flood storage capacity in Wellington Park. The extent of the knotweed to be excavated is delineated in the attached “Map of Invasive Knotweed Area and MWRA Sewer Easement” document. Based on review of the attached “MWRA Sewer Main Plan,” the planned excavations adjacent to the easement are above the sewer main and therefore are not anticipated to undermine or expose the sewer main. We will have on-site construction representation during invasive species removal activities and notify MWRA if conditions change in the field.
2. In all other areas (including the areas that overlap with the MWRA sewer easement), invasive species will be removed using the cut-and-dab method. The plant will be cut as close to the ground as possible using an industrial weed whacker (with a metal blade) or a machete to cut the knotweed. The cut vegetation will be placed inside plastic bags, so seeds do not spread to any non-impacted areas. A glyphosate herbicide (without POEA) will be applied to the remaining cut surface of the plant as soon as possible after the plant is cut to increase effectiveness. Application methods include a rag, brush, or sponge. The application of herbicide will ideally take place when no rain is forecast for several days afterward (to reduce the risk of treatment washing away). The extent of knotweed to be removed through cut-and-dab is delineated in the attached “Map of Invasive Knotweed Area and MWRA Sewer Easement” document.

For both methods, all equipment and clothing used during removal will be cleaned to remove seed material before leaving the site and entering areas that do not contain invasive species. The cut and excavated materials will be disposed of at a facility that accepts materials containing invasive species.

The work outlined above is located south of Mill Brook. No work is currently proposed north of Mill Brook. Although the Contractor will be doing invasive species removal throughout the park, the only work currently proposed over the MWRA sewer easement is cut-and-dab invasive species removal and landscaping.

The Town of Arlington intends for the Contractor to begin invasive removal, upon approval, in March 2019. The removal of Japanese knotweed is recommended during the spring. It is anticipated that invasive species removal will start at the easternmost end of the invasive extent, and then proceed west. Work will not commence before receipt of required permits, and no earlier than March 20, 2019. Work will be completed before June 30, 2019.

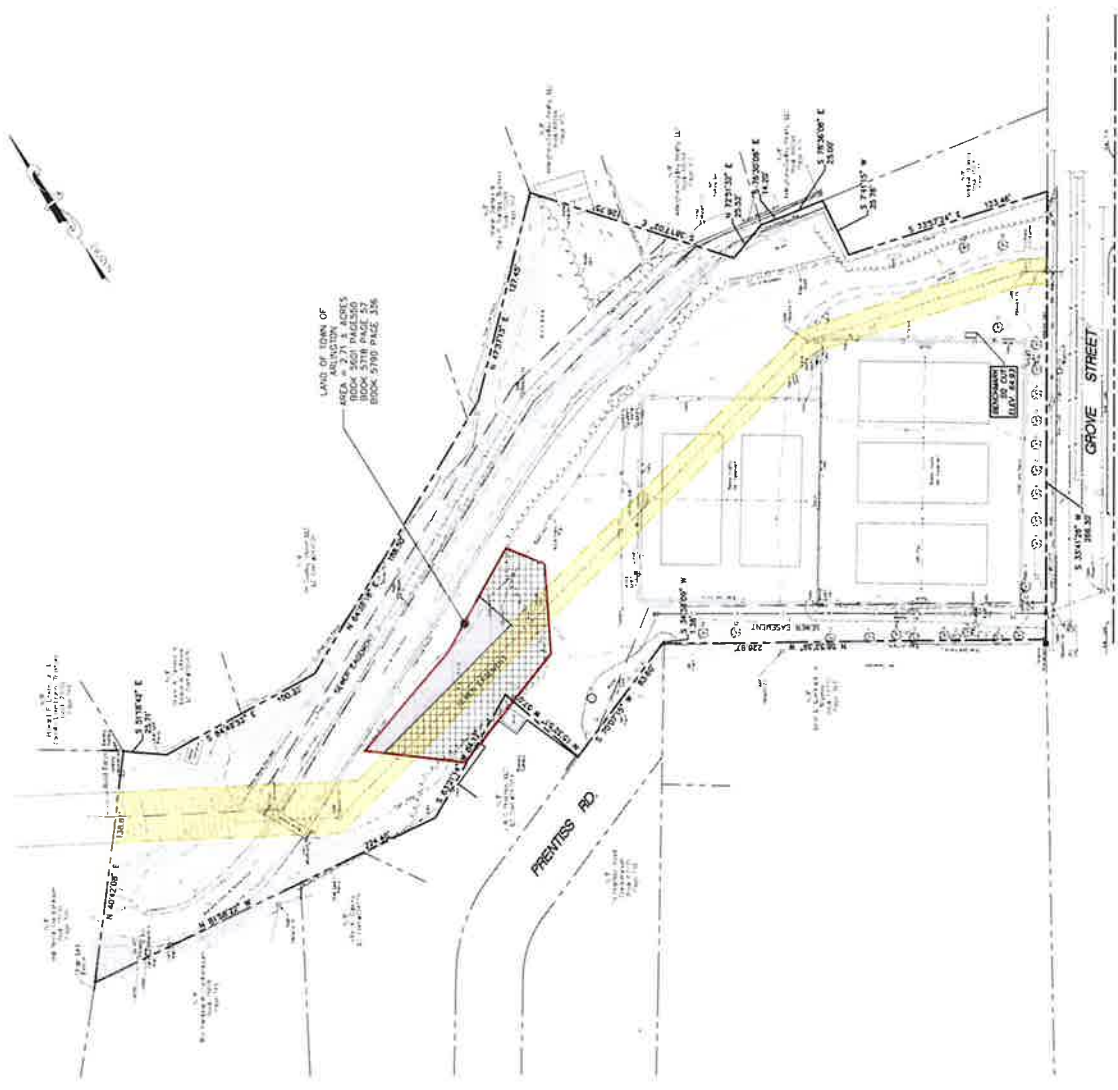
MAP OF INVASIVE KNOTWEED AREA AND MWRA SEWER EASEMENT



LOCATION MAP

KEY:

- Location of MWRA Sewer Easement
- The proposed work is located south of Mill Brook. There is no work currently proposed north of Mill Brook.
- Approximate Location of Invasive Japanese Knotweed Patch
- Japanese Knotweed to be removed through excavation
- This extent overlaps with the proposed flood storage area. Therefore, after excavating the knotweed, this area will be left low to provide additional flood storage capacity in Wellington Park.
- Japanese Knotweed to be removed through the cut-and-dab method
- This extent includes the knotweed growing over the MWRA sewer easement.



LEGEND

SYMBOL	DESCRIPTION
	MWRA Sewer Easement
	Invasive Japanese Knotweed
	Flood Storage Area
	Property Lines
	Street Right-of-Way
	Mill Brook
	Survey Points
	Other Easements
	Property Lines
	Street Right-of-Way
	Mill Brook
	Survey Points
	Other Easements

- NOTES:**
- BEARINGS REFER TO THE MASSCHUSETTS AND STATE PLANE COORDINATE SYSTEM (NAD 83).
 - SECTIONS REFER TO THE NORTH AMERICAN FOOTING (NAD 83).
 - REFERENCES ARE MADE TO THE FOLLOWING MAPS:
 - A. PLAN OF BUILDING LOTS IN WASHINGTON MASS. BELONGING TO W.M. HARRIS, AS SHOWN ON MAP NO. 10,000, RECORDED AS PLAN 10,000, IN THE RECORDS OF THE COMMONWEALTH OF MASSACHUSETTS.
 - B. PLAN OF LAND BELONGING TO THE MASSCHUSETTS COMMONWEALTH, AS SHOWN ON MAP NO. 10,000, RECORDED AS PLAN 10,000, IN THE RECORDS OF THE COMMONWEALTH OF MASSACHUSETTS.
 - C. PLAN OF THE MASSCHUSETTS COMMONWEALTH, AS SHOWN ON MAP NO. 10,000, RECORDED AS PLAN 10,000, IN THE RECORDS OF THE COMMONWEALTH OF MASSACHUSETTS.
 - D. PLAN OF LAND BELONGING TO THE MASSCHUSETTS COMMONWEALTH, AS SHOWN ON MAP NO. 10,000, RECORDED AS PLAN 10,000, IN THE RECORDS OF THE COMMONWEALTH OF MASSACHUSETTS.
 - E. PLAN OF LAND BELONGING TO THE MASSCHUSETTS COMMONWEALTH, AS SHOWN ON MAP NO. 10,000, RECORDED AS PLAN 10,000, IN THE RECORDS OF THE COMMONWEALTH OF MASSACHUSETTS.
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MAP OF SURVEY
WELLINGTON PARK
 TOWN OF WASHINGTON
 COUNTY OF MADISON, VERMONT
 Weston Sampson
 100 Main Street, Wellington Park, VT 05157
 Phone: 802.253.1234
 License No. 12345
 Date: 10/15/2023

THIS PLAN HAS BEEN PREPARED BY AN INDIVIDUAL WHO IS NOT A REGISTERED PROFESSIONAL ENGINEER OR SURVEYOR IN THE STATE OF VERMONT. THE USER ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE USER AGREES TO HOLD THE ENGINEER HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST THE ENGINEER AS A RESULT OF THE USER'S USE OF THIS PLAN.

GRADING AND DRAINAGE PLAN

LEGEND

- LIMIT OF WORK
(SEE UTILITIES PLAN)
- - - PROPERTY LINE
- EXISTING DRAINAGE STRUCTURE
(SEE UTILITIES PLAN)
- EXISTING CONTOURS
- EXISTING SPOT ELEVATION
(CONTRACTOR TO VERIFY IN FIELD)
- PROPOSED MAJOR CONTOUR
(EVERY 1 FOOT)
(EIGHT (8) FEET)
- PROPOSED MINOR CONTOUR
(EVERY 0.25 FEET)
- PROPOSED SLOPE
- PROPOSED SPOT ELEVATION
(CONTRACTOR TO VERIFY IN FIELD)
- GRADE BREAK
- RFI/IMP SLOPE
- TOP OF BANK
- TOP OF CURB
- TOP OF DECK
- BOTTOM OF DECK
- BOTTOM OF CURB

GRADING & DRAINAGE NOTES

1. ALL WORK RESULTING TO INSTALLATION, RENOVATION OR MODIFICATION OF WATER DRAINAGE AND/OR SEWER SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE ORDINANCES OF THE TOWN OF ARLINGTON.
2. THE CONTRACTOR SHALL VERIFY ALL GRADES ON THE GROUND AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE OWNER'S REPRESENTATIVE.
3. ALL DRAINAGE IS TO BE SMOOTH AND CONTINUOUS WHERE PROPOSED SERVICE SPOTS AND AIR/FIT GRADE CHANGES AND MEET LINE AND GRADE OF EXISTING CONDITIONS WITH NEW IMPROVEMENTS.
4. CONTRACTOR SHALL EMBERE ALL AREAS PROPERLY PITCH TO DRAIN WITH NO SURFACE WATER POOLING OR PONDING.
5. ALL NEW WALKWAYS / ACCESS PATHS MUST CONFORM TO CURRENT AMERICAN BOARD (ABA) REGULATIONS. WALKWAYS SHALL MAINTAIN A CROSS PITCH OF 1:100 TO THE DIRECTION OF TRAVEL BETWEEN 1/4" MIN. AND 1/8" MAX. ANY DISCREPANCIES NOT ALLOWING THIS TO OCCUR SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE PRIOR TO CONTINUING WORK.
6. EXISTING GRADES SHALL BE PLANNED WITH THE PROPOSED IMPROVEMENTS AND ADAPTED TO PROVIDE A SMOOTH TRANSITION AT ALL EDGES.
7. THE CONTRACTOR SHALL SET SURGRADE ELEVATIONS TO ALLOW FOR POSITIVE DRAINAGE AND PROVIDE PROPER CONTROL DEVICES, STRUCTURES, MATERIALS, DRAINAGE AND OTHER UTILITY SYSTEMS, PUBLIC/Private STREETS AND WORK AREAS CLEAN BASINS REGULARLY AND AT THE END OF THE PROJECT.

8. EXCAVATION DETAILS WITHIN EXCAVATION AREAS SHALL BE SPECIFICALLY BY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT NO COST TO THE OWNER.
9. WHERE NEW EARTHWORK MEETS EXISTING EARTHWORK, CONTRACTOR SHALL MAINTAIN EXISTING FINISH GRADES AND SLOPES, INCLUDING VERTICAL CURVES OR BOUNDS AT ALL TOP AND BOTTOM OF SLOPES.
10. WHERE A SPECIFIC LIMIT OF WORK LINE IS NOT OBVIOUS OR UNREAD, BLEND GRADERS TO EXISTING CONDITIONS WITHIN 5 FEET OF PROPOSED CONTOURS.
11. RESTORE ALL DISTURBED AREAS AND LIMITS OF ALL REMOVALS TO LOAM AND SEED (AS APPLICABLE) UNLESS OTHERWISE NOTED.
12. SEE EARTHWORK SECTION OF SPECIFICATIONS FOR EXCAVATION AND FILLING PROCEDURES.
13. GRADES ABOVE THE SEWER EASEMENT SHALL NOT CHANGE.

DUDLEY COURT

DUDLEY STREET

PLEASE NOTE THAT THE GRADING IN THIS AREA IS TO BE SET TO MAINTAIN THE FLOOD STORAGE AREA AS SHOWN ON THE SEWER EASEMENT. GRADES ABOVE THE MINOR SEWER EASEMENT.

Project: TOWN OF ARLINGTON, MA
MILL BROOK CORRIDOR & REVITALIZATION PROJECT

Webster & Sampson
25 Devonshire Street, Suite 200, Boston, MA 02109
617.424.4000
www.websterandsampson.com

Contractor:

Revision No.	Date	Description

Issued For: 70% PROGRESS SUBMISSION - NOT FOR CONSTRUCTION -

Scale: AS SHOWN

Date: DECEMBER 2018

Drawn By: CB, BS

Reviewed By: AL, CA

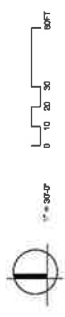
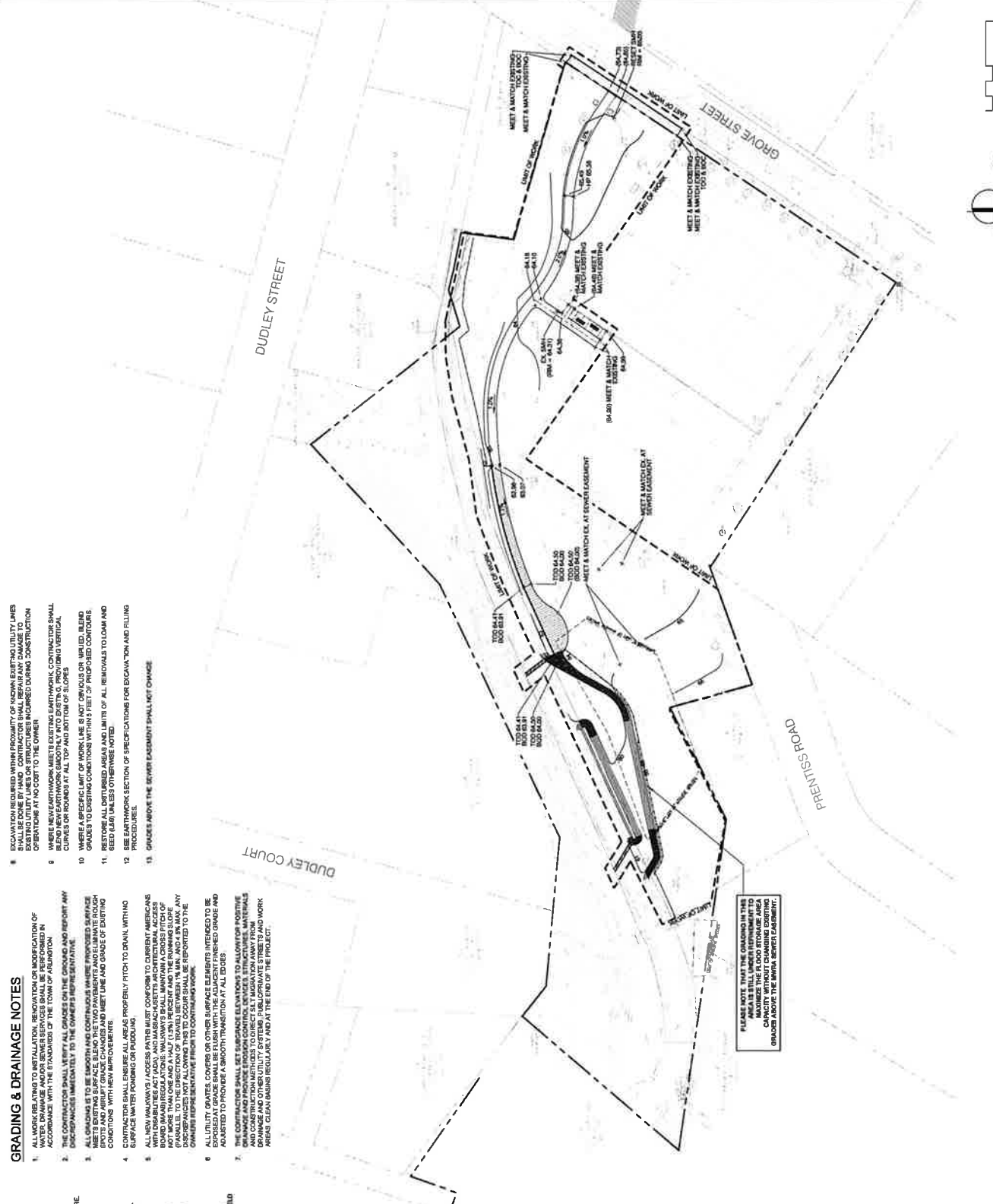
Approved By: CR

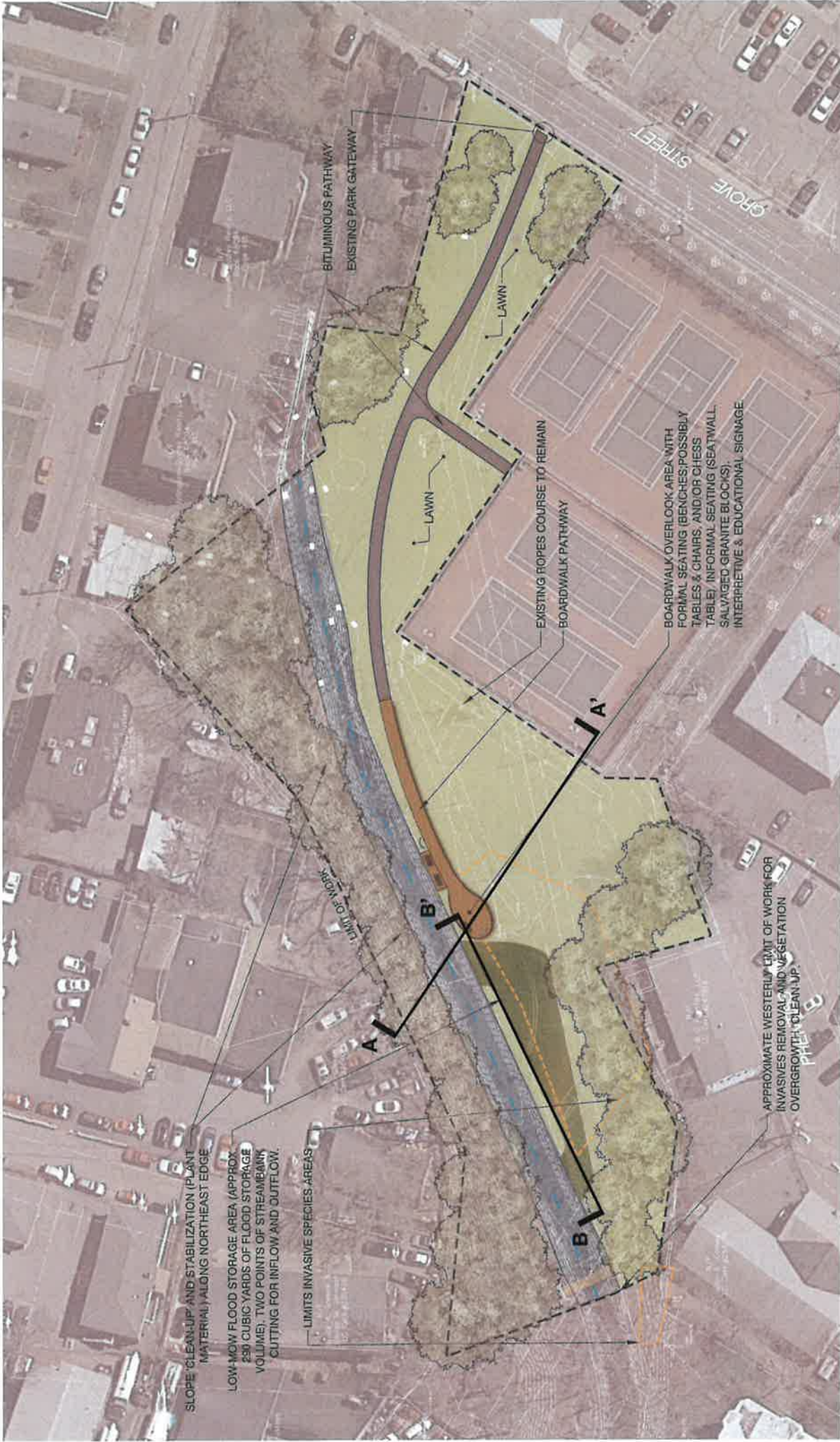
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W&S File No:

Drawing Title: GRADING AND DRAINAGE PLAN

Sheet Number: L4.01





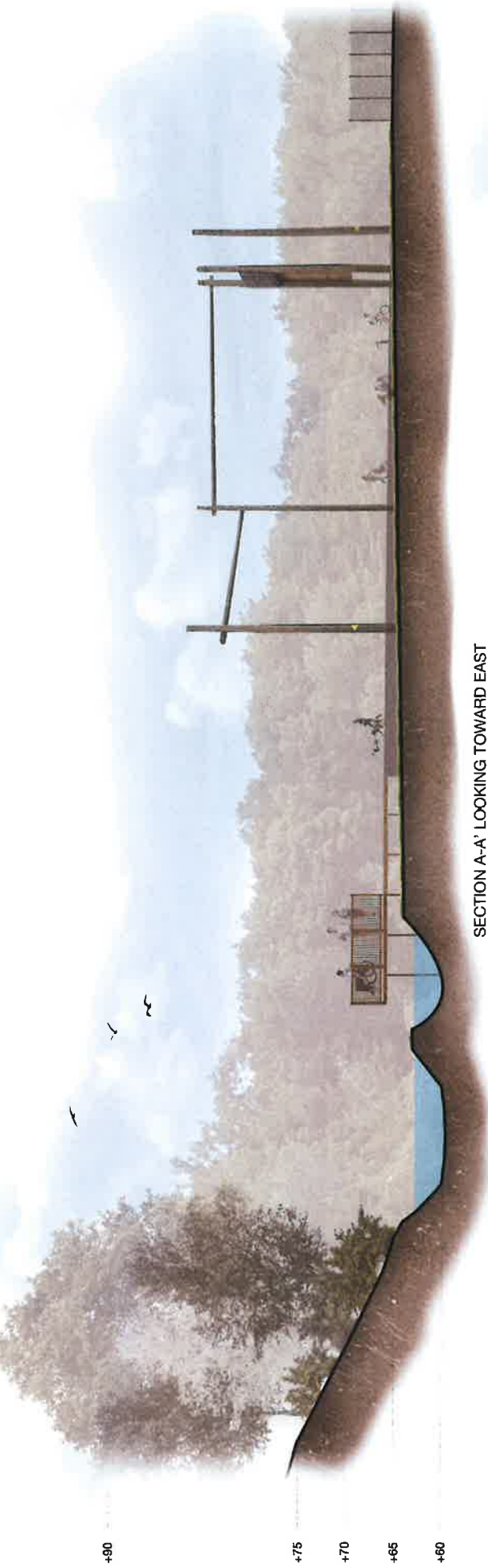
PREFERRED CONCEPT

MILL BROOK CORRIDOR & WELLINGTON PARK REVITALIZATION

NOVEMBER 2018



PLAN AND SECTION RENDERINGS OF MILL BROOK CORRIDOR & WELLINGTON PARK REVITALIZATION PROJECT, PAGE 2



SECTION A-A' LOOKING TOWARD EAST



SECTION B-B' LOOKING TOWARD NORTH



MILL BROOK CORRIDOR & WELLINGTON PARK REVITALIZATION

NOVEMBER 2018

APPENDIX B
MANUFACTURER CUTSHEETS



REVETMAX™
FLEXIBLE REVETMENT

Specification Sheet – ShoreMax® Transition Mat

DESCRIPTION

The North American Green® ShoreMax® Transition Mat shall be a resilient rubber mat with surface texture and multi-nib backing. It shall have a large hole drainage system with aperture openings approximately 1.25 in. (3.18 cm) in diameter. ShoreMax Mat is a transition mat used as biotechnical replacement for hard armor. ShoreMax Mat is mechanically anchored and is a flexible matting that can be linked together. ShoreMax Mat can provide erosion control in highly erosive areas, including shorelines, and can be used in conjunction with rolled erosion control products.

Material Content

Matting	100% UV-stabilized natural rubber	2.00 lb/ft ² (10 kg/m ²)
Color	Dark green	

Standard Roll Sizes

Width	3.0 ft (1.0 m)
Length	5.0 ft (1.5 m)
Weight ± 10%	30 lb (13.61 kg)
Area	1.67 yd ² (1.39 m ²)

Design Permissible Shear Stress

TRM Underlayment Type and Phase	Maximum Permissible Shear Stress	Maximum Flow Velocity
SC250	Unvegetated	7.5 psf
	Vegetated	10.0 psf
C350	Unvegetated	8.0 psf
	Vegetated	12.0 psf
P550	Unvegetated	8.5 psf
	Vegetated	14.0 psf

Index Property	Test Method	Typical
Thickness	ASTM D6525	0.75 in. (19.0 mm)
Density	ASTM D792	1.628 oz/in ³
Mass/Unit Area	ASTM D6566	2.00 lb/ft ² (10 kg/m ²)
UV Stability	ASTM D4355/ 1000 hr	90-100%
Ground Cover	ASTM D6567	79.3%
Light Penetration	ASTM D6567	20.7%
Hardness	ASTM D2240	68
Specific Gravity	ASTM D792	1.50 g/cm ³
Flexural Rigidity	ASTM D6575	1.97 in-lb
Tensile Strength - MD	ASTM D6818	606 lb/ft (9.00 kN/m)
Elongation - MD	ASTM D6818	102%
Tensile Strength - TD	ASTM D6818	625 lb/ft (9.26 kN/m)
Elongation - TD	ASTM D6818	125%
Biomass Improvement	ASTM D7322	243%

NTPEP ASTM D6460 Large Scale Channel*

Unvegetated Shear Stress	8.6 psf (412 Pa)
Vegetated Shear Stress	> 12.5 psf (599 Pa)
Unvegetated Velocity	19.5 fps (5.95 m/s)
Vegetated Velocity	> 26.0 fps (7.93 m/s)

*Testing conducted with ShoreMax installed over North American Green® VMax® P550® Turf Reinforcement Mat.



North American Green
5401 St. Wendel-Cynthiana Road
Poseyville, Indiana 47633

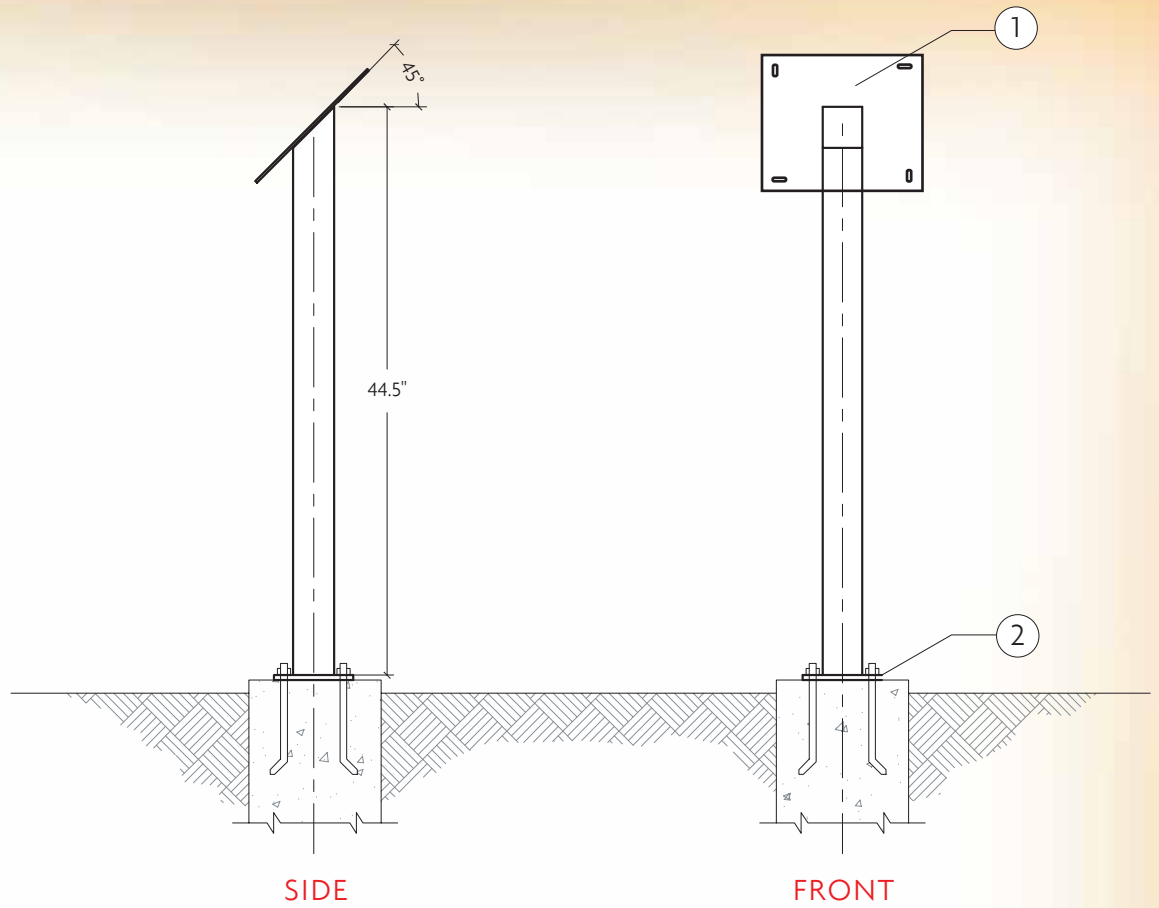
nagreen.com
800-772-2040

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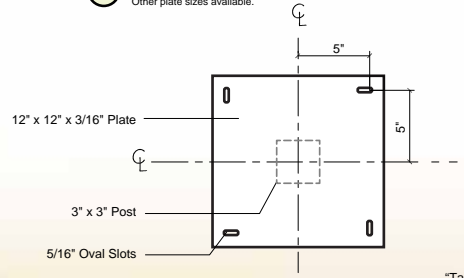
SINGLE POST PEDESTAL: Surface Mount

- Black Powder Coated Aluminum
- Custom Sizes and Colors Available

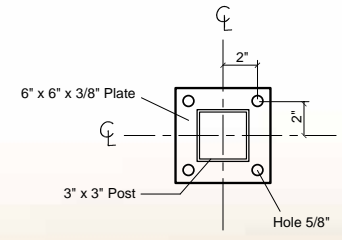
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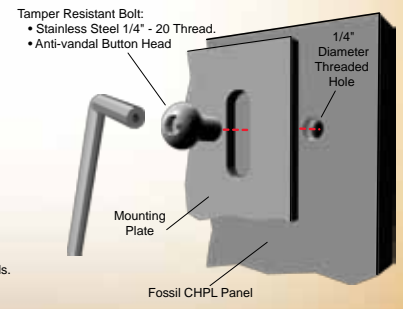
1 Mounting Plate
Other plate sizes available.



2 Base Plate



3 Attaching Panel to Hardware



Tamper Resistant Bolts to attach graphics are available with our graphic panels. Fasteners to attach this item to concrete are available at hardware stores.