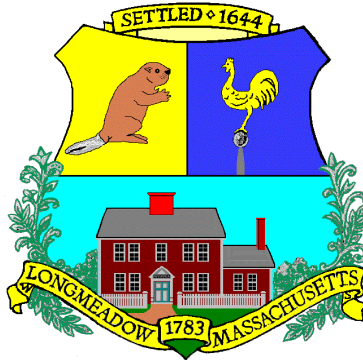


INVITATION FOR BID (IFB)

WILLOW BROOK ROAD STORM DRAIN REHABILITATION



Town of Longmeadow,
Massachusetts

August 20, 2020

**INVITATION FOR BID
WILLOW BROOK ROAD STORM DRAIN REHABILITATION**

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ADVERTISEMENT FOR BIDS:

Legal Notice:

INVITATION FOR BID (IFB) WILLOW BROOK ROAD STORM DRAIN REHABILITATION

The Town of Longmeadow invites sealed Bids for the Willow Brook Road storm drain rehabilitation project. Sealed Bids will be received at the Town of Longmeadow, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106 until the bid deadline **of 2:00PM on Thursday, September 3, 2020**. Deliver sealed bids through the lower stairwell door located at the parking lot side of the building. Late bids will be rejected. Sealed bids must have outer envelope marked as 'Willow Brook Road Storm Drain Rehabilitation', along with the complete contact information of the bidder. At 2:30PM on the same day of the bid deadline, a remote bid opening will be facilitated through zoom.com since public gatherings are not allowed. Provided is the access information for the remote bid opening: <https://zoom.us/j/91663287525?pwd=T2NMSFVubGlaYmUvL3hxRnYvSFczdz09> , or for Zoom phone access call: 301 715 8592 , Meeting ID: 916 6328 7525, Password: 774842 .

The work consists of the construction of new catch basins, sewer manhole, slip lining with cast in place pipe, replace sidewalk ramps, street resurfacing and berm. Project completion shall be 60 calendar days from the date of the Notice to Proceed. All bids for this project are subject to the provisions of Massachusetts General Laws Chapter 30, Section 39M as amended.

Bid documents are available from the Longmeadow Purchasing Department at no charge. Bid documents may also be downloaded online from the Purchasing Department page of the town website www.longmeadow.org . Select the link labeled 'Bids & RFPs', then select 'Bid & RFP Finder' link to access bid documents. Bidders that access bid documents online are encouraged to register with the Purchasing Department to receive updates. Others are required to monitor bid postings linked to the Purchasing Department page prior to the bid deadline for additional information and issued addenda. Failure to acknowledge Addenda may result in a bid rejection.

All Bidders shall furnish with their Bid a bid guaranty in the form of a bid bond, cash or a certified check, treasurer's check or cashier's check issued by a responsible bank or trust company, in the amount of 5% of the total amount of the bid and made payable to the Town of Longmeadow, Massachusetts.

Performance and Labor and Materials Payment Bonds, in the full amount of the Contract Price, will be required of the Successful Bidder. No Bid may be withdrawn less than sixty (60) days after the date of the opening of bids. Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this project. It is the responsibility of the contractor, 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.

The Town of Longmeadow, acting through the Town Manager, the Awarding Authority reserves the right to reject any and all bids, waive minor informalities, and to award the contract in the best interest of the Town.

END OF SECTION

SECTION 00200

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. The term "Successful Bidder" means the lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

ARTICLE 2 COPIES OF BIDDING DOCUMENTS

- 2.1 Refer to Advertisement for Bids for information on examination and procurement of documents.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 QUALIFICATIONS OF BIDDERS

- 3.1 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefore, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete Work within the time required, or who have previously performed similar Work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other Work which would delay the commencement, prosecution or completion of the Work.
- 3.2 Bidders may be investigated by OWNER to determine if they are qualified to perform the Work. All Bidders shall be prepared to submit within five days of OWNER's or ENGINEER's request, written evidence of such information and data necessary to make this determination. The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience and whether available equipment and financial resources are adequate to assure OWNER that the Work will be completed in accordance with the terms of the Agreement. OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

ARTICLE 4 EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.1 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
 - B. visit the Site, become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;
 - E. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means,

methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - G. become aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Bidding Documents;
 - H. correlate the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
 - I. promptly give OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and
 - J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.2 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- 4.3 Subsurface and Physical Conditions
- A. The Supplementary Conditions identify:
 - 1. Those reports, if any, of explorations and tests of subsurface conditions at or contiguous to the site that ENGINEER has used in preparing the Bidding Documents.
- 4.4 Underground Facilities
- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.
- 4.5 Hazardous Environmental Condition
- A. The Supplementary Conditions identify those reports if any and drawings, if any, relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.
- 4.6 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or

revealed at the site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

- 4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given OWNER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and finishing the Work.

ARTICLE 5 PRE-BID CONFERENCE

- 5.1 None Scheduled.

ARTICLE 6 SITE AND OTHER AREAS

- 6.1 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 7 INTERPRETATIONS AND ADDENDA

- 7.1 All questions about the meaning or intent of the Bidding Documents shall be submitted to OWNER (Town of Longmeadow, Purchasing Department, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106, fax-413-565-4370, email: CTHOMPSON@LONGMEADOW.ORG) in writing. In order to receive consideration, questions must be received by ENGINEER at least 120 hours (five days) prior to the date fixed for the opening of Bids. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda emailed or faxed to all parties recorded by OWNER as having received the Bidding Documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.2 Addenda may be issued to clarify, correct or change the Bidding Documents. Such Addenda, if any, will be issued in the manner and within the time period stated in paragraph 7.1.
- 7.3 The Bidder must acknowledge receipt of each Addendum, if any, in the space provided on the Bid Form.

ARTICLE 8 BID SECURITY

- 8.1 Bids must be accompanied by Bid Security in an amount of 5% of the Bidder's maximum Bid price and in the form of cash, a certified check, treasurer's check or cashier's check issued by a responsible bank or trust company or a bid bond payable to OWNER.

- 8.2 All Bid Securities of General Bidders, except those under consideration by OWNER, will be returned within 5 days, excluding Saturdays, Sundays and legal holidays, after the opening of General Bids. Other Bid Securities will be returned upon the execution and delivery of the Agreement. The Bid Security of the Successful Bidder will be retained until such bidder has executed the Agreement and furnished the required contract security, whereupon the bid security shall be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 5 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited to OWNER as liquidated damages for such failure.

ARTICLE 9 CONTRACT TIME

- 9.1 The number of days within which, or the dates by which, the Work is to be:
- A. substantially completed, and/or
 - B. completed and ready for final payment
- are set forth in the Agreement.

ARTICLE 10 LIQUIDATED DAMAGES

- 10.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 SUBSTITUTE AND "OR EQUAL" ITEMS

- 11.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the effective date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 PREPARATION OF BID

- 12.1 A Bid must be made on the Bid Form included with the Project Manual. The Bid Form shall not be altered in any way. Each copy of the Bidding Documents contains a separate, unbound copy of the Bid Form to be used for submittal.
- 12.2 The Bid Form must be completed. Blank spaces in the Bid Form must be filled in correctly where indicated, and the Bidder must state, both in words and numerals, the prices for which he proposes to do each and every item of Work. Ditto marks shall not be used.
- 12.3 A Bidder shall execute his Bid as stated below.
- A. A Bid by an individual shall show his name and official address.
 - B. A Bid by a partnership must be executed in the partnership name and signed by a partner accompanied by evidence of authority to sign. His title must appear under this signature and the official address of the partnership shall be shown.
 - C. A Bid by a corporation must be executed in the corporate name by an officer of the corporation and must be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the

corporation. The corporate seal shall be affixed and attested by the secretary. The state of incorporation and the official corporate address shall be shown.

D. All names must be printed below the signature.

12.4 The Bid shall contain an acknowledgment of the receipt of all Addenda in the space provided on the Bid Form.

12.5 The address and telephone number to where communications regarding the Bid are to be directed shall be shown.

12.6 The following listed documents shall be submitted in addition to the Bid Form:

A. Bid Security

12.7 In order to be considered for selection, the Bidder must submit a complete bid package in accordance with these Bidding Documents. Partial Bids will not be accepted.

12.8 Any deviations in completion of the Bid Form and accompanying documents from the instructions provided in this Article 12 may be cause for rejection of the Bid.

ARTICLE 13 BASIS OF BID

13.1 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

13.2 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

ARTICLE 14 SUBMITTAL OF BID

14.1 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids or as specified in the last issued addendum and shall be enclosed in a sealed envelope plainly marked with the Project title, the name and address of Bidder, and shall be accompanied by the Bid Security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "**Willow Brook Road Storm Drain Rehabilitation**". A mailed Bid shall be addressed to: Town of Longmeadow, Purchasing Department, Attn: Chad Thompson - Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106.

14.2 Unexpected closure: If at the time of the bid deadline for scheduled receipt of bids the Community House (735 Longmeadow Street) is closed due to uncontrolled events such as

fire, snow, ice wind, weather, or building evacuation, etc, the bid deadline for the receipt of bids will postponed until the same bid deadline time on the next regular business day (Monday through Friday, excluding holidays). The public bid opening will also immediately follow the revised bid deadline date.

ARTICLE 15 MODIFICATION OR WITHDRAWAL OF BID

15.1 Withdrawal Prior to Bid Opening

- A. A Bidder may withdraw his Bid before the time fixed for the opening of Bids by communicating his purpose in writing to OWNER. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

15.2 Modification Prior to Bid Opening

- A. If a Bidder wishes to modify his Bid, he must withdraw his initial Bid in the manner specified in paragraph 15.1.A and submit a new Bid.

ARTICLE 16 OPENING OF BIDS

16.1 Bids will be opened as indicated in the Advertisement for Bids and publicly read aloud.

16.2 In order to be considered for selection, Bids must arrive at the designated location on or before the date and time specified in the Advertisement for Bids. Bidders mailing their Bids should allow for normal mail delivery time to ensure timely receipt of their Bids by OWNER.

16.3 Bids received by mail or otherwise after the time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.

16.4 No responsibility will attach to OWNER, its employees or the ENGINEER for premature opening of a Bid not properly addressed and identified in accordance with the Bidding Documents.

ARTICLE 17 DISQUALIFICATION OF BIDDERS

17.1 More than one Bid for the same Work from an individual, or a firm, partnership, corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder is interested.

ARTICLE 18 BIDS TO REMAIN OPEN

18.1 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to the end of this period.

ARTICLE 19 AWARD OF CONTRACT

19.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive or conditional Bids.

19.2 OWNER reserves the right to reject any Bid not accompanied by specified documentation and Bid Security.

19.3 OWNER reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.

- 19.4 OWNER reserves the right to reject any Bid that, in his sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
- 19.5 In evaluating Bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 19.6 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.7 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.8 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.9 If a contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to Article 17 or this Article 19. In the event a bid contains bid alternates, the lowest responsive and responsible bidder will be based on the Base Bid and Alternate(s) selected for contract award by the Town of Longmeadow.
- 19.10 Contents of the Bid of the Successful Bidder will become part of any contract awarded.

ARTICLE 20 CONTRACT SECURITIES

- 20.1 Performance and Labor and Materials (Payment) bonds shall be furnished by the successful Bidder. The amounts for Performance and Payment Bonds are 100%. Performance and Payment Bonds submitted shall be posted by a recognized surety company having a place of business in the Commonwealth of Massachusetts. All Performance and Payment Bonds signed by an agent must be accompanied by a certified copy of the authority to act. Additional requirements may be stated in the General or Supplementary Conditions.
- 20.2 The Successful Bidder shall within 5 days from the date of the Notice of Award deliver to OWNER and ENGINEER, for review and approval, the Performance Bond and the Payment Bond he proposes to furnish at the time of the execution of the Agreement.
- 20.3 When the Successful Bidder delivers the executed Agreement to OWNER, the Agreement shall be accompanied by the required contract securities.

ARTICLE 21 CONTRACT INSURANCE

- 21.1 The requirements for insurance to be provided by the Successful Bidder are stated in Article 5 of the General Conditions and in the Supplementary Conditions.

ARTICLE 22 EXECUTION OF AGREEMENT

- 22.1 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract

Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 23 SALES TAXES

- 23.1 All materials provided under this Contract are exempt from the Sales and Use Taxes of the Commonwealth of Massachusetts. The tax exemption number will be provided to the Successful Bidder.

ARTICLE 24 MASSACHUSETTS WAGE RATES

- 24.1 Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on the Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. The Wage Rate Determination is included in Part II of the Supplementary Conditions.
- 24.2 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 are not covered by the applicable Wage Rate Determination, but who may be employed for the proposed Work under this Contract.
- 24.3 In the event that the work of the contract extends to more than one year from the effective date of the contract, a Prevailing Wage update will be required for the current prevailing wage rates. The Contractor will be responsible for paying the prevailing wage update rates, however, the Contractor will not bill the Town for any fluctuation in the change of prevailing wage rates that was not anticipated based on the rates of the original bid submission and IFB document content. Bidders and the Contractor will be responsible for taking into account that there may be changes in the prevailing wage rate update and should take that into account when submitting their bid pricing which is non-conditional to change in billable rates.

ARTICLE 25 MASSACHUSETTS REQUIREMENTS

- 25.1 Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void, and of no effect. Where conflict between Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirement shall apply.
- 25.2 The Contractor guarantees that the Work and Services to be performed under the Contract, and all workmanship, materials, and equipment performed, furnished, used, or installed in the construction of the same shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of the Agreement titled "Partial Acceptance", the guarantee

for that part of the Work shall be for a period of one year from the date of such fixed acceptance.

If at any time within the said period of guarantee any part of the Work requires repairing, correction, or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the Owner within seven days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make said repairs, correction, or replacements, and charge the costs, including compensation for additional professional services, to the Contractor.

- 25.3 This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety 'Rules and Regulations for the Prevention of Accidents in Construction Operations' (Chapter 454 CMR 10.00 et seq.). Contractors shall be familiar with the requirements of these regulations.

END OF SECTION

SECTION 00410

BID FORM

PROJECT IDENTIFICATION:

Willow Brook Road Storm Drain Rehabilitation

THIS BID IS SUBMITTED TO:

Town of Longmeadow
Purchasing Department
Attn: Chad Thompson, Procurement Manager
735 Longmeadow Street, Suite 101
Longmeadow, MA 01106

- 1.1 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.1 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the Addenda.
 - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
 - D. Bidder has carefully studied all: reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
 - E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Utilities) at or contiguous to the Site which may affect cost, progress, or performance

of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Willow Brook Road Storm Drain Rehabilitation

NAME OF BIDDER: _____

BASE BID

ITEM NO.	EST. QUANT.	ITEM DESCRIPTION	UNIT PRICE (WRITTEN IN FIGURES & WORDS)	TOTAL AMOUNT (‘EST. QUNTY’ X ‘UNIT PRICE’= TOTAL AMOUNT)
1	950 L.F.	For each linear foot of existing 12" RCP storm drain pipe that is cleaned, pre-TV inspected, rehabilitated with cured-in-place pipe and final TV inspected, as specified herein, including traffic control (but not police detail charges to be paid directly by Town), access/staging, bypass pumping (if required), and all work incidental thereto, the price of:	\$_____ PER L.F. <hr/> WORDS PER L.F.	\$_____
2	260 L.F.	For each linear foot of existing 15" RCP storm drain pipe that is cleaned, pre-TV inspected, rehabilitated with cured-in-place pipe and final TV inspected, as specified herein, including traffic control (but not police detail charges to be paid directly by Town), access/staging, bypass pumping (if required), and all work incidental thereto, the price of:	\$_____ PER L.F. <hr/> WORDS PER L.F.	\$_____

3	315 L.F.	For each linear foot of existing 18" RCP storm drain pipe that is cleaned, pre-TV inspected, rehabilitated with cured-in-place pipe and final TV inspected, as specified herein, including traffic control (but not police detail charges to be paid directly by Town), access/staging, bypass pumping (if required), and all work incidental thereto, the price of:	\$_____ PER L.F. _____ WORDS PER L.F.	\$_____
4	1 EACH	For each storm drain connection (4" or 6" diameter) to the replacement 12" storm sewer line, that is cored, rehabilitated with top-hat liner, treated with hydraulic cement mortar grout as specified herein, including all work incidental thereto, the price of:	\$_____ PER EACH _____ WORDS PER EACH	\$_____
129	5600 S.Y.	Bituminous Concrete Excavation by Cold Planer 1-1/2 Inches	\$_____ PER S.Y. _____ WORDS PER S.Y.	\$_____
151	5 C.Y.	Gravel Borrow	\$_____ PER C.Y. _____ WORDS PER C.Y.	\$_____
201	4 EACH	48" Catch Basin With 4 Foot Sump	\$_____ PER EACH _____ WORDS PER EACH	\$_____
201.02	4 EACH	Catch Basin Removed & Discarded	\$_____ PER EACH _____ WORDS PER EACH	\$_____

210	1 EACH	48" Sanitary Sewer Manhole With Invert	\$_____ PER EACH _____ WORDS PER EACH	\$_____
210.02	1 EACH	Sanitary Sewer Manhole Removed & Discarded	\$_____ PER EACH _____ WORDS PER EACH	\$_____
220.7	4 EACH	Sanitary Structure Adjusted	\$_____ PER EACH _____ WORDS PER EACH	\$_____
221.1	1 EACH	Remove & Reset Frame & Cover	\$_____ PER EACH _____ WORDS PER EACH	\$_____
222.1	11 EACH	Precast Frame & Grate With Curb Inlet	\$_____ PER EACH _____ WORDS PER EACH	\$_____
222.2	3 EACH	Precast Frame & Grate Flat With No Curb Inlet	\$_____ PER EACH _____ WORDS PER EACH	\$_____
346.05	200 L.F.	Irrigation Conduit	\$_____ PER L.F. _____ WORDS PER L.F.	\$_____
346.06	100 EACH	Irrigation Head Replacement	\$_____ PER EACH _____ WORDS PER EACH	\$_____
358	8 EACH	Gate Box Adjust	\$_____ PER EACH _____ WORDS PER EACH	\$_____
358.1	1 EACH	Replace Gate Box Top	\$_____ PER EACH _____ WORDS PER EACH	\$_____

358.2	1 EACH	Replace Gate Box Bottom	\$_____ PER EACH <hr/> WORDS PER EACH	\$_____
452	540 GAL.	Bitumen for Tack Coat (0.10 gallons per. Sq. yd.)	\$_____ PER GAL. <hr/> WORDS PER GAL.	\$_____
460	475 TONS	Superpave Surface Course – 9.5 (SSC – 9.5) 1-1/2 Inches	\$_____ PER TON <hr/> WORDS PER TON	\$_____
470	2700 L.F.	Hot Mix Asphalt – Berm Removed & Replaced	\$_____ PER L.F. <hr/> WORDS PER L.F.	\$_____
472	10 TONS	Hot Mix Asphalt for Patching	\$_____ PER TON <hr/> WORDS PER TON	\$_____
482	380 L.F.	Saw Cut Asphalt Pavement / Concrete Sidewalk	\$_____ PER L.F. <hr/> WORDS PER L.F.	\$_____
580	126 L.F.	Granite Curb Removed & Reset	\$_____ PER L.F. <hr/> WORDS PER L.F.	\$_____
701.2	35 S.Y.	Cement Concrete Wheelchair Ramp	\$_____ PER S.Y. <hr/> WORDS PER S.Y.	\$_____
703	15 TON	Hot Mix Asphalt Driveway 1-1/2 Inch Base, 1-1/2 Inch Top	\$_____ PER TON <hr/> WORDS PER TON	\$_____
706	14 S.Y.	Remove and Rest Cobble Stone / Brick / Concrete Paver Driveways	\$_____ PER S.Y. <hr/> WORDS PER S.Y.	\$_____

748	1 Lump Sum	Mobilization and Demobilization	\$_____ PER LUMP SUM _____ WORDS PER LUMP SUM	\$_____
751	100 C.Y.	Loam Borrow	\$_____ PER C.Y. _____ WORDS PER C.Y.	\$_____
765	600 S.Y.	Seeding	\$_____ PER S.Y. _____ WORDS PER S.Y.	\$_____
832	2 EACH	Stop Sign Including Post	\$_____ PER EACH _____ WORDS PER EACH	\$_____
864.1	14 EACH	Field Stencil No Dumping Drains to River (Painted)	\$_____ PER EACH _____ WORDS PER EACH	\$_____
866.112	330 L.F.	Thermoplastic 12 Inch Lines	\$_____ PER L.F. _____ WORDS PER L.F.	\$_____
999	1 L.S.	Sector Specific Workplace Safety Standards for Construction Sites to Address Covid-19	\$_____ PER LUMP SUM _____ WORDS PER LUMP SUM	\$_____
BASE BID TOTAL: \$ _____				

BID ALTERNATE NO.1

3	205 L.F.	For each linear foot of existing 18" RCP storm drain pipe that is cleaned, pre-TV inspected, rehabilitated with cured-in-place pipe and final TV inspected, as specified herein, including traffic control (but not police detail charges to be paid directly by Town), access/staging, bypass pumping (if required), and all work incidental thereto, the price of:	\$_____ PER L.F. _____ WORDS PER L.F.	\$ _____
701.3	115 S.Y.	Cement Concrete Sidewalk Removed & Not Replaced	\$_____ PER S.Y. _____ WORDS PER S.Y.	\$ _____
751	25 C.Y.	Loam Borrow	\$_____ PER C.Y. _____ WORDS PER C.Y.	\$ _____
765	115 S.Y.	Seeding	\$_____ PER S.Y. _____ WORDS PER S.Y.	\$ _____
BID ALTERNATE NO.1: \$ _____				

TOTAL BID PRICE: \$ _____ <div style="text-align: center; margin-top: 10px;"><i>(Base Bid & Bid Alternate No.1)</i></div>

ACKNOWLEDGEMENT OF ADDENDUM:

This Bidder acknowledges the receipt of the following issued addenda:

_____, _____, _____, _____, _____.

- 5.1 Bidder agrees that the Work will be substantially completed and completed and ready for Substantial Completion payment in accordance with paragraphs 14.07.B of the General Conditions by November 15, 2020.
- 5.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work by **November 15, 2020, the Substantial Completion Date** (which will be documented on the Notice to Proceed), then liquidated damages assessed for the contract is **\$100.00** per day for each calendar day beyond the contract Substantial Completion date that work remains uncompleted. Loam and seed scope of work only, if needed may be completed in the spring, 2021 by May, 31, 2021.
- 5.3 Pursuant to M.G.L.c.62C, s49A, bidder hereby certifies under the penalties of perjury, to the best of Bidder's knowledge and belief, that Bidder has filed all State tax returns and paid all State taxes required by law.
- 5.4 The Work under this Contract shall be subject to the provisions of Chapter 30, Section 39M of the Massachusetts General Laws.
- 5.5 A labor and material or payment bond in the amount of 100% of the total contract price must be provided by the General Contractor. In addition, a performance bond in the amount of 100% of the total contract price must be provided by the General Contractor.
- 5.7 Bidder 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 herein the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- 5.8 Bidder further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulation promulgated thereunder.
- 5.9 The following documents are attached to and made a conditions of this Bid:

A. Bid security in the amount of _____ dollars (\$_____), consisting of a bid bond or certified check, in the amount of five percent of the total amount of bid.

B. Certified copy of Resolution of Board of Directors (if Corporation)

Date _____
(Print Name of Firm Submitting a General Bid)

(Signature of Authorized Representative)

(Print Name of Person Signing Bid and Title)

Social Security Number or
Federal Identification Number: _____
(Business Address)

(City, State and Zip Code)

Phone #: _____

Fax #: _____

Email: _____

Complete the following section that is applicable to the type of business of the contracting bidder. If BIDDER is:

An Individual

By _____
(Individual's Signature)

(Printed or Typed Name of Individual)

Doing Business as _____

License or Registration Number: _____

Business Address: _____

Phone #: _____

Fax #: _____

A Partnership

By _____
(Firm's Name)

By _____
(Partner's Signature)

(Printed or Typed Name and Title of Partner)

License or Registration Number: _____

Business Address: _____

Phone #: _____

Fax #: _____

A Corporation

By _____
(Corporation's Name)

(State of Incorporation)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest _____
(Secretary)

License or Registration Number: _____

Business Address: _____

Phone #: _____

Fax #: _____

A Joint Venture

By _____
(Signature)

(Printed or Typed Name)

(Address)

Phone #: _____

Fax #: _____

By _____
(Signature)

(Printed or Typed Name)

(Address)

Phone #: _____

Fax #: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of person signing bid or proposal)

(Name of Business)

(Date)

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1.FIRM NAME: _____

2.WHEN ORGANIZED: _____

3. INCORPORATED?

_____ YES

_____ NO DATE AND STATE OF INCORPORATION:_____

4. IS YOUR BUSINESS REGISTERED WITH SOMWBA FOR THE FOLLOWING WOMEN AND/OR MINORITY CATEGORIES:

MBE? _____ YES _____ NO

WBE? _____ YES _____ NO or

MWBE? _____ YES _____ NO

5.LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

6.HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?

_____ YES

_____ NO

IF YES, WHERE AND WHY?

7.HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO

IF YES, PROVIDE DETAILS.

8.
LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

9.
IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING **CONTRACTS COMPLETED BY YOUR FIRM LISTING ONLY PROJECTS OF SIMILAR NATURE TO THE PROJECT BEING BID**. THE CONTRACTOR SHALL HAVE EXPERIENCE WITH A SIMILAR PROJECT OF COMPARABLE SIZE. A MINIMUM OF TWO (S) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECTNAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #:(____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10.

The undersigned certifies that the information contained herein is complete and accurate and here by authorizes and requests any person, firm, or corporation to furnish any information requested by the Town in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____

BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

SECTION 00500

AGREEMENT

his Agreement, made this ____ day of September in the year two thousand and twenty, between the Town of Longmeadow, as requested by its Select Board, hereinafter called OWNER and _____ hereinafter called CONTRACTOR, with an address of _____.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

- 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, Attachment A: Invitation for Bid (IFB), Willow Brook Road Storm Drain Rehabilitation, dated August 20, 2020; and Addendum No....(if any).

ARTICLE 2 ENGINEER

- 2.1 The Project has been designed by the Town Engineering Department. The WORK will be overseen and administered by the Town Engineer who is hereinafter called ENGINEER. ENGINEER will act as OWNER's representative, assuming all duties and responsibilities, rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIMES

3.1 Dates for Substantial Completion and Final Completion

- A. The Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions. The work shall be completed by **November 15, 2020, the Substantial Completion Date.** Loam and seed scope of work only, if needed, will be allowed for completion by May 31, 2021.

3.2 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 for the Substantial Complete Date(s) above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$100 for each day that expires after the Substantial Completion Date of November 15, 2020 as specified in paragraph 3.1.

ARTICLE 4 CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and amount in current funds equal to the prices stated in CONTRACTOR'S Bid, attached hereto as an exhibit.
- 4.2 The construction contract shall not exceed \$__TBD__ without a contract amendment. The total amount will be adjusted by measurement of actual installed quantities in strict conformity with the provisions contained herein.

ARTICLE 5 PROGRESS PAYMENTS

- 5.1 Applications for Payment shall be processed in accordance with Article 14 of the General Conditions and in accordance with Massachusetts General Law.

5.2 OWNER shall make progress payments on account of the Contract Price on the basis of processed Applications for Payment monthly during construction. All progress payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions.

5.3 OWNER shall retain from progress payments 5 percent of the value of Work completed.

ARTICLE 6 CONTRACTOR'S REPRESENTATIONS

6.1 CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 CONTRACT DOCUMENTS

7.1 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (section 00500, inclusive);
 - 2. 100% Performance Bond in the amount of \$____;
 - 3. 100% Payment Bond in the amount of \$____;
 - 4. Certificate of Insurance of the Contractor

5. General Conditions (Section 00700, inclusive);
 6. Supplementary Conditions (Section 800, inclusive);
 7. Specifications as listed in the Table of Contents of the Project Manual: Invitation for Bid (IFB), Willow Brook Road Storm Drain Rehabilitation, Dated August 20 2020 and Addendum No....(if any).
 8. Drawings consisting of a cover sheet and sheets numbered 1 through 8, inclusive, with each sheet bearing the following general title: 'Town of Longmeadow, Massachusetts, Plan of 2017 Elmwood Avenue Sewer & Drain Improvement Project';
 9. Addenda (numbers ___ to ___, inclusive);
 10. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR's Bid (Section 00410, inclusive);
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award;
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Written Amendments;
 - c. Work Change Directives;
 - d. Change Order(s).
- B. The documents listed in paragraph 8.1.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 8 MISCELLANEOUS

8.1 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

8.2 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions

shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- 8.5 Safety and Protection: Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. The contractor shall at all times safely guard and protect their own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon the completion of the work. The Contractor shall comply with all applicable OSHA, State and municipal regulations and requirements for services and facilities in the performance of all requirements of this contract. OSHA safety requirements and training certification shall be adhered to for all personnel working on Town property.
- 8.5 For Change Order work performed by the CONTRACTOR on this project, the mark-up shall be 15 percent. Also, the CONTRACTOR's markup for Change Order work by CONTRACTOR's sub-contractor(s) shall be limited to 5 percent. Finally, the agreed upon direct labor mark-up for Change Orders on this project shall be 15 percent.

CERTIFICATE OF INSURANCE

Also reference the insurance requirements documented in the IFB Section 700, the Standard General Conditions of the Construction Contract prepared by the Engineers Joint Contract Documents Committee. Article 5 'Bonds & Insurance', for additional insurance requirements not listed on this page.

This is to certify that the _____ (Company) has issued the policies listed below, that these policies are written in accordance with the Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to OWNER upon request, that they provide coverage and limits of liability shown with respect to the insurance indicated, that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of OWNER in connection with the award and performance of a contract or agreement between the Town of _____ (OWNER) and

1. Name of Insured _____
2. Address of Insured _____
3. Location and Description of Work _____ Project Contract No. _____

Coverage and Limits of Liability
(at least as shown below)

Bodily Injury	Property Damage	Liability	Liability
---------------	-----------------	-----------	-----------

Policy Number	Effective Date	Expiration Date	Each Occurrence	Each Aggregate	Each Occurrence	Each Aggregate
---------------	----------------	-----------------	-----------------	----------------	-----------------	----------------

A. Owners Protective Liability has been issued at the expense of Above Insured to _____ (Owner)

_____	_____	_____	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
-------	-------	-------	-------------	-------------	-------------	-------------

B. Comprehensive General Liability

_____	_____	_____	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
-------	-------	-------	-------------	-------------	-------------	-------------

Including: 1. Operations/Premises 2. XCU 3. Products/Completed Operations
4. Contractual as Below 5. Independent Contractors
6. Broad Form Property Damage 7. Personal Injury

C. Auto Liability

	Each	Each	Each
--	------	------	------

Including: 1. All Owned Person Accident Accident
2. Hired \$1,000,000 \$1,000,000 \$1,000,000
3. Non-owned

D. Workman's Compensation

_____	_____	_____	Compensation Statutory State(s)
			Coverage B Limit \$1,000,000 if Applicable

E. Umbrella Liability

_____	_____	\$ _____	Aggregate
-------	-------	----------	-----------

F. Builder's Risk Insurance - "All Risk" Completed Value Form

\$ _____

_____ As Specified in Contract or Agreement

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

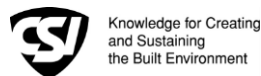
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AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 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 Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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

2. *Agreement*--The written instrument 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. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

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*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions 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 Milestones, if any, (ii) achieve Substantial Completion; and (iii) 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. *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.

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

22. *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.

23. *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.

24. *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.

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

26. *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.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *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.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *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.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *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.

35. *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.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

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. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *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.

42. *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.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *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.

45. *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.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

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

48. *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.

49. *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.

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

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

52. *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.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the 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 is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. 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).

E. 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.

F. 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 and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *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.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. 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. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 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 the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. 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. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, 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. *Contractor's Review of Contract Documents Before Starting Work:* 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.

2. *Contractor's Review of Contract Documents During Performance of Work:* 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 promptly report it to Engineer in writing. 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.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor 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 by either a Change Order or 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:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. 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 all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. 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.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL 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 or a part thereof, 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 or Engineer, or any of their Related Entities 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 9.07 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 with respect to 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 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 and Engineer, and any of their Related Entities 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 or Engineer, or any of their Related Entities 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.A); 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, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to 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. G 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 and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H 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 do not 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 of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, 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 the 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 promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide 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.

B. 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:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. 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 required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, 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, 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 6.11 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 30 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.

a. 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, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, 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 insured or 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, (other than caused by flood) 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, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, 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 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. 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, and Engineer, 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, 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, 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, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, 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, and Engineer, and the officers, directors, partners, employees, agents, 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 perils 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, or Engineer, and the officers, directors, partners, employees, agents, 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.

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 2.01.B. 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. 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.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent 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 and lay out the Work and perform construction 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. Contractor will not permit the performance of Work on a 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 Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

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 special warranties and guarantees required 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.

C. 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. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

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:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially 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 requirements 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 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:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) 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 other work on the Project) to adapt the design to the proposed substitute item; and

c) 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;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall 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,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is 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 requirements for review by Engineer will be similar to those provided in Paragraph 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 may require Contractor to furnish additional data about the proposed substitute item. 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 Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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. 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:

1. 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

2. shall anything in the Contract Documents 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, and Engineer, 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, 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.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

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. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. 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 shall 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, 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 and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any 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 the Work 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, 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.

C. 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 Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , 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).

D. 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 and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. 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.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

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

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

b. the suitability of 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 Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. 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 certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of 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 shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. 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 that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. 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.

C. 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 review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. 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 and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage 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 but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their 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 officers, directors, partners, employees, agents, consultants and subcontractors 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.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via 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, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, 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. 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.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

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 When Due*

A. Owner shall make payments to Contractor 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 responsibility set forth in Paragraph 9.09. 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 authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. 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 *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 or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties 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.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to 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.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

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

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

9.07 *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.

9.08 *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. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, 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.

9.09 *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 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by 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 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*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, 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. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, 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). 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).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; 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, except those excluded in Paragraph 11.01.B, 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, expresses, and similar petty cash items in connection with the Work.

i. 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, safety 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 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

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

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

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor 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.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. 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 9.07.

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

D. 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. 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. 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;

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 may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times 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 covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times 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.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them 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.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for 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.

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, their consultants and 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.C; 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.

C. If it is found that the uncovered 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.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, 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. Promptly after receipt of notice, 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).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

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 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:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. 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.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. 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.

C. 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 .

D. 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.

E. 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 or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, 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 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 in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. 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 9.07, 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:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. 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:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 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 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 will 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.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a 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.

D. 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.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when 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.

2. 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.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 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.

4. No use or 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:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. 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. *Engineer's 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, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , 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 (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance 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 accordance

with the requirements herein and expressly acknowledged by Owner in writing as 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 granted 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 surety) seven days written notice of its intent to terminate the services of Contractor:

1. 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),

2. 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

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds 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.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. 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.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

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, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

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

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

3. 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. 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, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) 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.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 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. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

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:

1. 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

2. 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. 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 Contract or termination of the services of Contractor.

17.05 *Controlling Law*

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

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800

SUPPLEMENTARY CONDITIONS

PART 1 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.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01

1. Add the following after paragraph 1.01.A.30:
 - 1.01.A.30.a – Owner’s Project Representative – The authorized representative of OWNER who may be assigned to the Site or any part thereof.
2. Delete paragraph 1.01.A.41 in its entirety and insert the following in its place:
 41. Specifications – Sections included under Division 1 through Division 16 of the Project Manual.
3. Add the following language at the end of the first sentence of paragraph 1.01.A.43:

. . . or has been completed except for work having a contract price of less than one percent of the then adjusted total Contract Price.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.03 Delete paragraph 2.03 in its entirety and insert the following in its place:

- 2.03 Contract Time will commence to run on the date specified in the Notice to Proceed.

ARTICLE 3 – CONTRACT DOCUMENTS

SC-3.01.B Add the following new paragraph immediately after paragraph 3.01.B:

- 3.01.B.1 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 LAND

SC-4.03.B Amend paragraph 4.03.B by striking out the following:

(with a copy to CONTRACTOR)

SC-4.03.C Add the following new paragraph immediately after paragraph 4.03.C.3:

4.03.C.4 Adjustment resulting from subsurface or latent physical conditions will be in accordance with Massachusetts General Law Chapter 30, Section 39N included in Part II of the Supplementary Conditions.

ARTICLE 5 - BONDS AND INSURANCE

SC-5.02.A Add the following at the end of paragraph 5.02.A:

Surety and insurance companies shall be rated B+ or higher at the time of contract award by A. M. Best.

SC-5.03.A Add the following new paragraph immediately after paragraph 5.03.A:

5.03.B Insurance certificate(s) shall also contain the following:

1. Clarification regarding whether the General Liability policy covers all of the CONTRACTOR'S operations or only the Work under this contract, with project specific limits.
2. Confirmation that the General Liability policy includes XCU coverage.
3. Confirmation that Automobile insurance covers all Scheduled, Hired and Non-Owned vehicles.
4. Names of all additional insureds as specified herein.

SC-5.04.B Delete paragraph 5.04.B.7 in its entirety and insert the following in its place:

5.04.B.7 be written on an occurrence basis, and not on a claims-made basis.

SC-5.04.B Add the following new paragraph immediately after paragraph 5.04.B.7

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

1. Worker's Compensation and Employer's Liability as required by law.

SC-5.05 Delete paragraph 5.05 in its entirety and insert the following in its place:

5.05 CONTRACTOR shall purchase and maintain a separate Owner's Protective Liability policy, issued to OWNER at the expense of CONTRACTOR, including OWNER and ENGINEER as named insured. This insurance shall provide coverage for not less than the following amounts:

Bodily Injury	\$1,000,000	Each Occurrence
Property Damage	\$1,000,000	Each Occurrence

SC-5.06 Delete Section 5.06 in its entirety.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SC-6.01.B Add the following new paragraph immediately after paragraph 6.01.B.

6.01.C Whenever OWNER shall notify CONTRACTOR, in writing, that any person on the Work appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the consent of OWNER.

SC-6.06 Delete paragraphs 6.06.A and 6.06.B in their entirety and insert the following in their place.

6.06.A CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection. Acceptance of any Subcontractor, other person or organization by OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom CONTRACTOR has reasonable objection.

SC-6.06C Add the following language at the end of paragraph 6.06.C:

CONTRACTOR shall make payments to Subcontractors in accordance with Massachusetts General Law Chapter 30, Section 39F which is included in PART II of these Supplementary Conditions.

SC-6.06.C Add the following new paragraph immediately after paragraph 6.06.C:

6.06.C.1 OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, information about amounts paid on their behalf to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment.

SC-6.09 Add the following new paragraph immediately after paragraph 6.09.C.

6.09.D CONTRACTOR shall comply with all applicable provisions of Chapter 30, Section 39R of the Massachusetts General Laws regarding CONTRACTOR's records.

SC-6.10 Add the following sentence at the end of paragraph 6.10.A.

All materials provided under this Contract are exempt from the Sales and Use Taxes of the Commonwealth of Massachusetts. The tax exemption number will be provided to the Contractor.

SC-6.20.C Add the following new paragraph immediately after paragraph 6.20.C.

6.20.D If, through acts of neglect on the part of CONTRACTOR, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, CONTRACTOR shall settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against OWNER on account of any such damage alleged to have been sustained, OWNER shall notify CONTRACTOR, who shall indemnify, defend, and save harmless OWNER against any such claim.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.04 Add the following new paragraph immediately after paragraph 9.04.A.

9.04.B ENGINEER's interpretations will be made in accordance with Massachusetts General Law Chapter 30, Section 39P which is included in Part II of the Supplementary Conditions.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

SC-10.05 Amend the first sentence of paragraph 10.05.A by replacing "30 days" with "15 days".

Amend the second sentence of paragraph 10.05.A by replacing "60 days" with "30 days".

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

SC-11.01 Delete paragraph 11.01.A.5.c in its entirety and replace with the following:

11.01.A.5.c The fair rental of all machinery and equipment used on the extra work for the period of such use. The fair rental for all machinery and equipment shall be based upon the most recent edition of "Rental Rate Bluebook for Construction Equipment" (the "Bluebook"), published by Nielson/Dataquest, or a similar publication approved by ENGINEER. Reasonable rental periods shall be used. If a piece of equipment used on extra work for a short period of time (hours or days) is on the job, or has

previously been rented for a long period of time (months), then the long-term rental rate shall be used in determining costs.

SC-11.01.B.1 Insert in the first sentence after the word “architects” the word “superintendents”.

SC-11.01.B.5 Add the following new paragraph immediately after paragraph 11.01.B.5:

11.01.B.6 Costs of or rental of small tools; costs of or rental of buildings.

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

SC-13.03 Insert after the word “notice” the words “(minimum 24 hours)” in paragraph 13.03.A.

SC-13.04 Insert in the first sentence of paragraph 13.04.B after the word “others” the words “following prior written concurrence of ENGINEER to cover such work”.

SC-13.05 Add the following new paragraph immediately after paragraph 13.05.A.

13.05.B If OWNER stops work under Paragraph 13.05, CONTRACTOR shall not be entitled to an extension of Contract Time nor to an increase in Contract Price.

SC-13.06 Add the following new paragraph immediately after Paragraph 13.06.A.

13.06.B At any time during the progress of the Work, ENGINEER shall have the right to reject any work which does not conform to the requirements of the Contract Documents, even though such work has been previously inspected and paid for.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02 Delete paragraph 14.02.A.1 in its entirety and insert the following in its place:

14.02.A.1 ENGINEER shall, once in each month, make an estimate in writing of the total value of the work completed as of the date of the Application. ENGINEER shall review the Application with CONTRACTOR and CONTRACTOR shall sign the Application.

SC-14.02 Delete paragraph 14.02.B.1 in its entirety and insert the following in its place:

14.02.B.1 Progress Payments will be made in accordance with Massachusetts General Law Chapter 30, Section 39K, which is included in Part II of these Supplementary Conditions.

SC-14.02 Add the following new paragraph immediately after paragraph 14.02.B.5.d.

14.02.B.5.e OWNER is required to pay ENGINEER additional compensation because of CONTRACTOR delays or rejection of defective Work.

- SC-14.02 Delete paragraph 14.02.C.1 in its entirety and insert the following in its place:
- 14.02.C.1 Progress Payments will be made in accordance with Massachusetts General Law Chapter 30, Section 39K, which is included in Part II of these Supplementary Conditions.
- SC-14.04 Delete paragraph 14.04.A in its entirety and insert the following in its place:
- 14.04.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. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If, after consultation with OWNER, ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If, after consultation with OWNER, ENGINEER considers and the OWNER agrees that the Work is substantially complete, ENGINEER will prepare and deliver to CONTRACTOR, in a form approved by OWNER, a Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be included in the certificate a list of items to be completed or corrected before final payment.
- SC-14.04 Add the following new paragraph immediately after paragraph 14.04.A:
- 14.04.A.1 Substantial Completion shall be as defined in Chapter 30, Section 39G of the Massachusetts General Law.
- SC-14.05 Add the following new paragraph immediately after paragraph 14.05.A.1:
- 14.05.A.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER, and within a reasonable time thereafter OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such lists to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work,

OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

Paragraph 14.05.A.2 shall be renumbered to 14.05.A.3.

SC-14.07 Delete paragraphs 14.07.B. and 14.07.C in their entirety and insert the following in their place:

14.07.B 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, all 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 indicate in writing his/her recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will 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 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. If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall in accordance with the applicable Law, pay CONTRACTOR the amount recommended by ENGINEER.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

SC-15.01 Delete paragraph 15.01.A in its entirety and insert the following in its place:

15.01.A OWNER may order, at any time and without cause, suspension of the Work in accordance with Massachusetts General Law Chapter 30, Section 39O, which is included in Part II of the Supplementary Conditions.

SC- 15.02 Add the following new paragraph immediately after paragraph 15.02.A.4:

15.02.A.5. If CONTRACTOR abandons the Work, or sublets this Contract or any part thereof, 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-17.05 Add the following new paragraphs immediately after paragraph 17.05.

17.06 Wage Rates

A. The requirements and provisions of all applicable laws and any amendments thereof or additions thereto as to the employment of labor, and to the schedule of minimum wage rates established in compliance

with laws shall be a part of these Contract Documents. Copies of the wage schedules are included in Part II of these Supplementary Conditions. If 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 officials administering the laws mentioned above. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation.

- B. The schedules of wages referred to above are minimum rates only, and OWNER will not consider any claims for additional compensation made by CONTRACTOR because of payment by CONTRACTOR of any wage rate in excess of the applicable rate contained in these Contract Documents. All disputes in regard to the payment of wages in excess of those specified in the schedules shall be resolved by CONTRACTOR.
- C. The said schedules of wages shall continue to be the minimum rates to be paid during the life of this Agreement and a legible copy of said schedules shall be kept posted in a conspicuous place at the site of the work.

PART II – FEDERAL AND STATE GOVERNMENT PROVISIONS

Federal and State Government Provisions included herein, have been selected from those to which specific references have been made elsewhere in the Contract Documents. Each and every other provision of law or clause required by law to be inserted in this Contract shall be deemed to be also inserted herein in accordance with paragraph 3.01.B.1 of the Supplementary Conditions.

1.0 FEDERAL GOVERNMENT PROVISIONS

Not used

2.0 COMMONWEALTH OF MASSACHUSETTS PROVISIONS

- 2.1 The OWNER and CONTRACTOR agree that the following Commonwealth of Massachusetts Provisions apply to the work to be performed under this Contract and that these provisions supersede any conflicting provisions of this Contract.
- 2.2 Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision violation of the foregoing shall be deemed null, void and of no effect.
- 2.3 Massachusetts General Laws
 - 2.3.1 Chapter 30, Section 39F
 - 2.3.2 Chapter 30, Section 39I
 - 2.3.3 Chapter 30, Section 39J
 - 2.3.4 Chapter 30, Section 39K

- 2.3.5 Chapter 30, Section 39L
- 2.3.6 Chapter 30, Section 39M
- 2.3.7 Chapter 30, Section 39N
- 2.3.8 Chapter 30, Section 39O
- 2.3.9 Chapter 30, Section 39P
- 2.3.10 Chapter 30, Section 39Q
- 2.3.11 Chapter 30, Section 39R
- 2.3.12 Chapter 44, Section 31C
- 2.3.13 Chapter 82 Section 40
- 2.3.14 Chapter 149, Section 34
- 2.3.15 Chapter 149, Section 44J
- 2.4 State Wage Rates

END OF SECTION



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Town of Longmeadow
Contract Number: **City/Town:** LONGMEADOW
Description of Work: Willow Brook Road Storm Drain Rehabilitation - Install new catch basins, sewer manhole, slip line pipe, sidewalk ramp and street resurface install. Demo.
Job Location: Willow Brook Rd, Longmeadow, MA

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 criminal penalties.
-

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.15	\$12.91	\$13.72	\$0.00	\$61.78
	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.22	\$12.91	\$13.72	\$0.00	\$61.85
	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.34	\$12.91	\$13.72	\$0.00	\$61.97
	12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	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 3 (BUILDING & SITE)</i>	12/02/2019	\$32.25	\$8.10	\$14.78	\$0.00	\$55.13
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$32.25	\$8.60	\$13.03	\$0.00	\$53.88
	12/01/2020	\$33.06	\$8.60	\$13.03	\$0.00	\$54.69
	06/01/2021	\$33.90	\$8.60	\$13.03	\$0.00	\$55.53
	12/01/2021	\$34.73	\$8.60	\$13.03	\$0.00	\$56.36
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	06/01/2020	\$34.20	\$12.50	\$8.35	\$0.00	\$55.05
	12/01/2020	\$35.10	\$12.50	\$8.35	\$0.00	\$55.95
ASPHALT RAKER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$31.75	\$8.60	\$13.03	\$0.00	\$53.38
	12/01/2020	\$32.56	\$8.60	\$13.03	\$0.00	\$54.19
	06/01/2021	\$33.40	\$8.60	\$13.03	\$0.00	\$55.03
	12/01/2021	\$34.23	\$8.60	\$13.03	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2019	\$35.40	\$11.94	\$14.35	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2019	\$35.40	\$11.94	\$14.35	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2019	\$34.87	\$11.94	\$14.35	\$0.00	\$61.16
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$32.25	\$8.10	\$14.78	\$0.00	\$55.13
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$32.25	\$8.60	\$13.03	\$0.00	\$53.88
	12/01/2020	\$33.06	\$8.60	\$13.03	\$0.00	\$54.69
	06/01/2021	\$33.90	\$8.60	\$13.03	\$0.00	\$55.53
	12/01/2021	\$34.73	\$8.60	\$13.03	\$0.00	\$56.36
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2020

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) <i>BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)</i>	08/01/2020	\$44.16	\$10.75	\$20.11	\$0.00	\$75.02
	02/01/2021	\$44.71	\$10.75	\$20.11	\$0.00	\$75.57
	08/01/2021	\$46.11	\$10.75	\$20.27	\$0.00	\$77.13
	02/01/2022	\$46.64	\$10.75	\$20.27	\$0.00	\$77.66

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Springfield/Pittsfield

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.08	\$10.75	\$20.11	\$0.00	\$52.94
2	60	\$26.50	\$10.75	\$20.11	\$0.00	\$57.36
3	70	\$30.91	\$10.75	\$20.11	\$0.00	\$61.77
4	80	\$35.33	\$10.75	\$20.11	\$0.00	\$66.19
5	90	\$39.74	\$10.75	\$20.11	\$0.00	\$70.60

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.36	\$10.75	\$20.11	\$0.00	\$53.22
2	60	\$26.83	\$10.75	\$20.11	\$0.00	\$57.69
3	70	\$31.30	\$10.75	\$20.11	\$0.00	\$62.16
4	80	\$35.77	\$10.75	\$20.11	\$0.00	\$66.63
5	90	\$40.24	\$10.75	\$20.11	\$0.00	\$71.10

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING	12/01/2019	\$35.40	\$11.94	\$14.35	\$0.00	\$61.69
ENGINEERS LOCAL 98 For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	06/01/2020	\$40.30	\$8.60	\$17.24	\$0.00	\$66.14
	12/01/2020	\$41.28	\$8.60	\$17.24	\$0.00	\$67.12
	06/01/2021	\$42.30	\$8.60	\$17.24	\$0.00	\$68.14
	12/01/2021	\$43.31	\$8.60	\$17.24	\$0.00	\$69.15
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	06/01/2020	\$39.15	\$8.60	\$17.24	\$0.00	\$64.99
	12/01/2020	\$40.13	\$8.60	\$17.24	\$0.00	\$65.97
	06/01/2021	\$41.15	\$8.60	\$17.24	\$0.00	\$66.99
	12/01/2021	\$42.16	\$8.60	\$17.24	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	06/01/2020	\$39.15	\$8.60	\$17.24	\$0.00	\$64.99
	12/01/2020	\$40.13	\$8.60	\$17.24	\$0.00	\$65.97
	06/01/2021	\$41.15	\$8.60	\$17.24	\$0.00	\$66.99
	12/01/2021	\$42.16	\$8.60	\$17.24	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER	03/01/2020	\$38.04	\$7.84	\$16.87	\$0.00	\$62.75
CARPENTERS LOCAL 336 - HAMPDEN HAMPSHIRE FRANKLIN	09/01/2020	\$38.54	\$7.84	\$16.87	\$0.00	\$63.25
	03/01/2021	\$39.04	\$7.84	\$16.87	\$0.00	\$63.75
	09/01/2021	\$39.54	\$7.84	\$16.87	\$0.00	\$64.25
	03/01/2022	\$40.04	\$7.84	\$16.87	\$0.00	\$64.75
	09/01/2022	\$40.54	\$7.84	\$16.87	\$0.00	\$65.25
	03/01/2023	\$41.04	\$7.84	\$16.87	\$0.00	\$65.75

Apprentice - CARPENTER - Local 336 Hampden Hampshire Franklin

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.02	\$7.84	\$1.32	\$0.00	\$28.18
2	60	\$22.82	\$7.84	\$1.32	\$0.00	\$31.98
3	70	\$26.63	\$7.84	\$12.91	\$0.00	\$47.38
4	75	\$28.53	\$7.84	\$12.91	\$0.00	\$49.28
5	80	\$30.43	\$7.84	\$14.23	\$0.00	\$52.50
6	80	\$30.43	\$7.84	\$14.23	\$0.00	\$52.50
7	90	\$34.24	\$7.84	\$15.55	\$0.00	\$57.63
8	90	\$34.24	\$7.84	\$15.55	\$0.00	\$57.63

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.27	\$7.84	\$1.32	\$0.00	\$28.43
2	60	\$23.12	\$7.84	\$1.32	\$0.00	\$32.28
3	70	\$26.98	\$7.84	\$12.91	\$0.00	\$47.73
4	75	\$28.91	\$7.84	\$12.91	\$0.00	\$49.66
5	80	\$30.83	\$7.84	\$14.23	\$0.00	\$52.90
6	80	\$30.83	\$7.84	\$14.23	\$0.00	\$52.90
7	90	\$34.69	\$7.84	\$15.55	\$0.00	\$58.08
8	90	\$34.69	\$7.84	\$15.55	\$0.00	\$58.08

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$26.28/ 3&4 \$31.36/ 5&6 \$48.70/ 7&8 \$53.82

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2020	\$22.66	\$7.21	\$4.80	\$0.00	\$34.67
CARPENTERS-ZONE 3 (Wood Frame)	04/01/2021	\$23.16	\$7.21	\$4.80	\$0.00	\$35.17
	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17

All Aspects of New Wood Frame Work

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - CARPENTER (Wood Frame) - Zone 3
Effective Date - 04/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.60	\$7.21	\$0.00	\$0.00	\$20.81
2	60	\$13.60	\$7.21	\$0.00	\$0.00	\$20.81
3	65	\$14.73	\$7.21	\$0.00	\$0.00	\$21.94
4	70	\$15.86	\$7.21	\$0.00	\$0.00	\$23.07
5	75	\$17.00	\$7.21	\$3.80	\$0.00	\$28.01
6	80	\$18.13	\$7.21	\$3.80	\$0.00	\$29.14
7	85	\$19.26	\$7.21	\$3.80	\$0.00	\$30.27
8	90	\$20.39	\$7.21	\$3.80	\$0.00	\$31.40

Effective Date - 04/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.90	\$7.21	\$0.00	\$0.00	\$21.11
2	60	\$13.90	\$7.21	\$0.00	\$0.00	\$21.11
3	65	\$15.05	\$7.21	\$0.00	\$0.00	\$22.26
4	70	\$16.21	\$7.21	\$0.00	\$0.00	\$23.42
5	75	\$17.37	\$7.21	\$3.80	\$0.00	\$28.38
6	80	\$18.53	\$7.21	\$3.80	\$0.00	\$29.54
7	85	\$19.69	\$7.21	\$3.80	\$0.00	\$30.70
8	90	\$20.84	\$7.21	\$3.80	\$0.00	\$31.85

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$17.41/ 3&4 \$19.67/ 5&6 \$26.87/ 7&8 \$29.14

Apprentice to Journeyworker Ratio:1:5
CEMENT MASONRY/PLASTERING
01/01/2020
\$41.94
\$12.70
\$17.64
\$0.62
\$72.90
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)
Apprentice - CEMENT MASONRY/PLASTERING - Springfield/Pittsfield
Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.97	\$12.70	\$15.41	\$0.00	\$49.08
2	60	\$25.16	\$12.70	\$17.64	\$0.62	\$56.12
3	65	\$27.26	\$12.70	\$17.64	\$0.62	\$58.22
4	70	\$29.36	\$12.70	\$17.64	\$0.62	\$60.32
5	75	\$31.46	\$12.70	\$17.64	\$0.62	\$62.42
6	80	\$33.55	\$12.70	\$17.64	\$0.62	\$64.51
7	90	\$37.75	\$12.70	\$17.64	\$0.62	\$68.71

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2019	\$34.87	\$11.94	\$14.35	\$0.00	\$61.16
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2019	\$38.90	\$11.94	\$14.35	\$0.00	\$65.19
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 3</i>	07/01/2020	\$51.51	\$8.25	\$22.40	\$0.00	\$82.16
	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.76	\$8.25	\$0.00	\$0.00	\$34.01
2	55	\$28.33	\$8.25	\$6.05	\$0.00	\$42.63
3	60	\$30.91	\$8.25	\$6.60	\$0.00	\$45.76
4	65	\$33.48	\$8.25	\$7.15	\$0.00	\$48.88
5	70	\$36.06	\$8.25	\$19.10	\$0.00	\$63.41
6	75	\$38.63	\$8.25	\$19.65	\$0.00	\$66.53
7	80	\$41.21	\$8.25	\$20.20	\$0.00	\$69.66
8	90	\$46.36	\$8.25	\$21.30	\$0.00	\$75.91

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$8.25	\$0.00	\$0.00	\$34.28
2	55	\$28.63	\$8.25	\$6.16	\$0.00	\$43.04
3	60	\$31.24	\$8.25	\$6.72	\$0.00	\$46.21
4	65	\$33.84	\$8.25	\$7.28	\$0.00	\$49.37
5	70	\$36.44	\$8.25	\$19.39	\$0.00	\$64.08
6	75	\$39.05	\$8.25	\$19.95	\$0.00	\$67.25
7	80	\$41.65	\$8.25	\$20.51	\$0.00	\$70.41
8	90	\$46.85	\$8.25	\$21.63	\$0.00	\$76.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2019	\$39.30	\$8.10	\$16.60	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2019	\$40.30	\$8.10	\$16.60	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2019	\$40.05	\$8.10	\$16.60	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2019	\$40.30	\$8.10	\$16.60	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2019	\$40.05	\$8.10	\$16.60	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2019	\$39.30	\$8.10	\$16.60	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	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 3)</i>	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 3)</i>	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 3)</i>	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN (Including Core Drilling) <i>ELECTRICIANS LOCAL 7</i>	06/28/2020	\$44.01	\$11.25	\$12.82	\$0.00	\$68.08
	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47

Apprentice - *ELECTRICIAN - Local 7***Effective Date -** 06/28/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.60	\$6.15	\$0.53	\$0.00	\$24.28
2	45	\$19.80	\$6.15	\$0.59	\$0.00	\$26.54
3	50	\$22.01	\$11.25	\$6.96	\$0.00	\$40.22
4	55	\$24.21	\$11.25	\$7.03	\$0.00	\$42.49
5	65	\$28.61	\$11.25	\$8.72	\$0.00	\$48.58
6	70	\$30.81	\$11.25	\$9.82	\$0.00	\$51.88

Effective Date - 01/03/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.84	\$6.90	\$0.54	\$0.00	\$25.28
2	45	\$20.07	\$6.90	\$0.60	\$0.00	\$27.57
3	50	\$22.31	\$11.50	\$7.02	\$0.00	\$40.83
4	55	\$24.54	\$11.50	\$7.09	\$0.00	\$43.13
5	65	\$29.00	\$11.50	\$8.81	\$0.00	\$49.31
6	70	\$31.23	\$11.50	\$9.94	\$0.00	\$52.67

Notes:

Steps 1-2 are 1000 hrs; Steps 3-6 are 1500 hrs.

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

ELEVATOR CONSTRUCTOR

ELEVATOR CONSTRUCTORS LOCAL 41

01/01/2020	\$54.85	\$15.73	\$18.41	\$0.00	\$88.99
01/01/2021	\$56.69	\$15.88	\$19.31	\$0.00	\$91.88
01/01/2022	\$58.62	\$16.03	\$20.21	\$0.00	\$94.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$15.73	\$0.00	\$0.00	\$43.16
2	55	\$30.17	\$15.73	\$18.41	\$0.00	\$64.31
3	65	\$35.65	\$15.73	\$18.41	\$0.00	\$69.79
4	70	\$38.40	\$15.73	\$18.41	\$0.00	\$72.54
5	80	\$43.88	\$15.73	\$18.41	\$0.00	\$78.02

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.35	\$15.88	\$0.00	\$0.00	\$44.23
2	55	\$31.18	\$15.88	\$19.31	\$0.00	\$66.37
3	65	\$36.85	\$15.88	\$19.31	\$0.00	\$72.04
4	70	\$39.68	\$15.88	\$19.31	\$0.00	\$74.87
5	80	\$45.35	\$15.88	\$19.31	\$0.00	\$80.54

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2020	\$38.40	\$15.73	\$18.41	\$0.00	\$72.54
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2021	\$39.68	\$15.88	\$19.31	\$0.00	\$74.87
	01/01/2022	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	06/01/2020	\$31.75	\$8.60	\$13.03	\$0.00	\$53.38
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2020	\$32.56	\$8.60	\$13.03	\$0.00	\$54.19
	06/01/2021	\$33.40	\$8.60	\$13.03	\$0.00	\$55.03
	12/01/2021	\$34.23	\$8.60	\$13.03	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
OPERATING ENGINEERS LOCAL 98						
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
OPERATING ENGINEERS LOCAL 98						
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23
OPERATING ENGINEERS LOCAL 98						
FIRE ALARM INSTALLER	06/28/2020	\$44.01	\$11.25	\$12.82	\$0.00	\$68.08
ELECTRICIANS LOCAL 7	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47
For apprentice rates see "Apprentice- ELECTRICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i>	06/28/2020	\$44.01	\$11.25	\$12.82	\$0.00	\$68.08
<i>LOCAL 7</i>	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2019	\$34.87	\$11.94	\$14.35	\$0.00	\$61.16

Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.92	\$11.94	\$14.35	\$0.00	\$47.21
2	70	\$24.41	\$11.94	\$14.35	\$0.00	\$50.70
3	80	\$27.90	\$11.94	\$14.35	\$0.00	\$54.19
4	90	\$31.38	\$11.94	\$14.35	\$0.00	\$57.67

Notes:

Steps 1-2 are 1000 hrs.; Steps 3-4 are 2000 hrs.

Apprentice to Journeyworker Ratio:1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$23.50	\$8.60	\$13.03	\$0.00	\$45.13
	12/01/2020	\$24.50	\$8.60	\$13.03	\$0.00	\$46.13
	06/01/2021	\$24.50	\$8.60	\$13.03	\$0.00	\$46.13
	12/01/2021	\$24.50	\$8.60	\$13.03	\$0.00	\$46.13

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

FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE III</i>	09/01/2019	\$37.44	\$7.84	\$16.87	\$0.00	\$62.15
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Apprentice - FLOORCOVERER - Local 2168 Zone III

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.72	\$7.84	\$1.32	\$0.00	\$27.88
2	55	\$20.59	\$7.84	\$1.32	\$0.00	\$29.75
3	60	\$22.46	\$7.84	\$12.91	\$0.00	\$43.21
4	65	\$24.34	\$7.84	\$12.91	\$0.00	\$45.09
5	70	\$26.21	\$7.84	\$14.23	\$0.00	\$48.28
6	75	\$28.08	\$7.84	\$14.23	\$0.00	\$50.15
7	80	\$29.95	\$7.84	\$15.55	\$0.00	\$53.34
8	85	\$31.82	\$7.84	\$15.55	\$0.00	\$55.21

Notes: Steps are 750 hrs.

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

Step 1&2 \$26.01/ 3&4 \$31.03/ 5&6 \$48.28/ 7&8 \$53.34

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate																																																															
FORK LIFT <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2019	\$35.09	\$11.94	\$14.35	\$0.00	\$61.38																																																															
For apprentice rates see "Apprentice- OPERATING ENGINEERS"																																																																					
GENERATORS/LIGHTING PLANTS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2019	\$31.64	\$11.94	\$14.35	\$0.00	\$57.93																																																															
For apprentice rates see "Apprentice- OPERATING ENGINEERS"																																																																					
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 1333</i>	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43																																																															
Apprentice - GLAZIER - Local 1333 Effective Date - 06/01/2020 <table> <tr> <th>Step</th><th>percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr> <tr><td>1</td><td>50</td><td>\$19.59</td><td>\$10.80</td><td>\$1.80</td><td>\$0.00</td><td>\$32.19</td></tr> <tr><td>2</td><td>56</td><td>\$22.04</td><td>\$10.80</td><td>\$1.80</td><td>\$0.00</td><td>\$34.64</td></tr> <tr><td>3</td><td>63</td><td>\$24.49</td><td>\$10.80</td><td>\$2.45</td><td>\$0.00</td><td>\$37.74</td></tr> <tr><td>4</td><td>69</td><td>\$26.94</td><td>\$10.80</td><td>\$2.45</td><td>\$0.00</td><td>\$40.19</td></tr> <tr><td>5</td><td>75</td><td>\$29.39</td><td>\$10.80</td><td>\$3.15</td><td>\$0.00</td><td>\$43.34</td></tr> <tr><td>6</td><td>81</td><td>\$31.83</td><td>\$10.80</td><td>\$3.15</td><td>\$0.00</td><td>\$45.78</td></tr> <tr><td>7</td><td>88</td><td>\$34.28</td><td>\$10.80</td><td>\$10.45</td><td>\$0.00</td><td>\$55.53</td></tr> <tr><td>8</td><td>94</td><td>\$36.73</td><td>\$10.80</td><td>\$10.45</td><td>\$0.00</td><td>\$57.98</td></tr> </table> <div> Notes: </div> Apprentice to Journeyworker Ratio:1:3							Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19	2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64	3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74	4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19	5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34	6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78	7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53	8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate																																																															
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19																																																															
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64																																																															
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74																																																															
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19																																																															
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34																																																															
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78																																																															
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53																																																															
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98																																																															
GRADER/TRENCHING MACHINE/DERRICK <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2019	\$35.40	\$11.94	\$14.35	\$0.00	\$61.69																																																															
For apprentice rates see "Apprentice- OPERATING ENGINEERS"																																																																					
HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2020	\$36.99	\$10.64	\$16.22	\$1.77	\$65.62																																																															
For apprentice rates see "Apprentice- SHEET METAL WORKER"																																																																					
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 7</i>	06/28/2020	\$44.01	\$11.25	\$12.82	\$0.00	\$68.08																																																															
	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10																																																															
	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22																																																															
	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23																																																															
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35																																																															
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47																																																															
For apprentice rates see "Apprentice- ELECTRICIAN"																																																																					
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2020	\$36.99	\$10.64	\$16.22	\$1.77	\$65.62																																																															
For apprentice rates see "Apprentice- SHEET METAL WORKER"																																																																					

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2020	\$41.71	\$9.05	\$16.35	\$0.00	\$67.11
	09/17/2020	\$42.71	\$9.05	\$16.35	\$0.00	\$68.11
	03/17/2021	\$43.71	\$9.05	\$16.35	\$0.00	\$69.11
	09/17/2021	\$44.71	\$9.05	\$16.35	\$0.00	\$70.11
	03/17/2022	\$45.96	\$9.05	\$16.35	\$0.00	\$71.36
	09/17/2022	\$46.96	\$9.05	\$16.35	\$0.00	\$72.36
	03/17/2023	\$48.21	\$9.05	\$16.35	\$0.00	\$73.61
	09/17/2023	\$49.21	\$9.05	\$16.35	\$0.00	\$74.61
	03/17/2024	\$50.46	\$9.05	\$16.35	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2020	\$41.71	\$9.05	\$16.35	\$0.00	\$67.11
	09/17/2020	\$42.71	\$9.05	\$16.35	\$0.00	\$68.11
	03/17/2021	\$43.71	\$9.05	\$16.35	\$0.00	\$69.11
	09/17/2021	\$44.71	\$9.05	\$16.35	\$0.00	\$70.11
	03/17/2022	\$45.96	\$9.05	\$16.35	\$0.00	\$71.36
	09/17/2022	\$46.96	\$9.05	\$16.35	\$0.00	\$72.36
	03/17/2023	\$48.21	\$9.05	\$16.35	\$0.00	\$73.61
	09/17/2023	\$49.21	\$9.05	\$16.35	\$0.00	\$74.61
	03/17/2024	\$50.46	\$9.05	\$16.35	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$32.25	\$8.60	\$13.03	\$0.00	\$53.88
	12/01/2020	\$33.06	\$8.60	\$13.03	\$0.00	\$54.69
	06/01/2021	\$33.90	\$8.60	\$13.03	\$0.00	\$55.53
	12/01/2021	\$34.73	\$8.60	\$13.03	\$0.00	\$56.36
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	09/01/2019	\$38.75	\$12.80	\$16.40	\$0.00	\$67.95

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

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.38	\$12.80	\$11.90	\$0.00	\$44.08
2	60	\$23.25	\$12.80	\$12.80	\$0.00	\$48.85
3	70	\$27.13	\$12.80	\$13.70	\$0.00	\$53.63
4	80	\$31.00	\$12.80	\$14.60	\$0.00	\$58.40

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)</i>	03/16/2020	\$35.95	\$8.00	\$20.75	\$0.00	\$64.70
	09/16/2020	\$36.85	\$8.00	\$20.75	\$0.00	\$65.60
	03/16/2021	\$37.70	\$8.00	\$20.75	\$0.00	\$66.45

Apprentice - IRONWORKER - Local 7 Springfield

Effective Date - 03/16/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.57	\$8.00	\$20.75	\$0.00	\$50.32
2	70	\$25.17	\$8.00	\$20.75	\$0.00	\$53.92
3	75	\$26.96	\$8.00	\$20.75	\$0.00	\$55.71
4	80	\$28.76	\$8.00	\$20.75	\$0.00	\$57.51
5	85	\$30.56	\$8.00	\$20.75	\$0.00	\$59.31
6	90	\$32.36	\$8.00	\$20.75	\$0.00	\$61.11

Effective Date - 09/16/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.11	\$8.00	\$20.75	\$0.00	\$50.86
2	70	\$25.80	\$8.00	\$20.75	\$0.00	\$54.55
3	75	\$27.64	\$8.00	\$20.75	\$0.00	\$56.39
4	80	\$29.48	\$8.00	\$20.75	\$0.00	\$58.23
5	85	\$31.32	\$8.00	\$20.75	\$0.00	\$60.07
6	90	\$33.17	\$8.00	\$20.75	\$0.00	\$61.92

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
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For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 3 (BUILDING & SITE)	12/02/2019	\$31.50	\$8.10	\$14.78	\$0.00	\$54.38
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Apprentice - LABORER - Zone 3 Building & Site

Effective Date - 12/02/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.90	\$8.10	\$14.78	\$0.00	\$41.78
2	70	\$22.05	\$8.10	\$14.78	\$0.00	\$44.93
3	80	\$25.20	\$8.10	\$14.78	\$0.00	\$48.08
4	90	\$28.35	\$8.10	\$14.78	\$0.00	\$51.23

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2020	\$31.50	\$8.60	\$13.03	\$0.00	\$53.13
	12/01/2020	\$32.31	\$8.60	\$13.03	\$0.00	\$53.94
	06/01/2021	\$33.15	\$8.60	\$13.03	\$0.00	\$54.78
	12/01/2021	\$33.98	\$8.60	\$13.03	\$0.00	\$55.61

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - LABORER (Heavy & Highway) - Zone 3

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.90	\$8.60	\$13.03	\$0.00	\$40.53
2	70	\$22.05	\$8.60	\$13.03	\$0.00	\$43.68
3	80	\$25.20	\$8.60	\$13.03	\$0.00	\$46.83
4	90	\$28.35	\$8.60	\$13.03	\$0.00	\$49.98

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.39	\$8.60	\$13.03	\$0.00	\$41.02
2	70	\$22.62	\$8.60	\$13.03	\$0.00	\$44.25
3	80	\$25.85	\$8.60	\$13.03	\$0.00	\$47.48
4	90	\$29.08	\$8.60	\$13.03	\$0.00	\$50.71

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.50	\$8.10	\$14.78	\$0.00	\$54.38
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2020	\$31.60	\$8.60	\$15.09	\$0.00	\$55.29
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$32.50	\$8.10	\$14.78	\$0.00	\$55.38
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$31.75	\$8.60	\$13.03	\$0.00	\$53.38
	12/01/2020	\$32.56	\$8.60	\$13.03	\$0.00	\$54.19
	06/01/2021	\$33.40	\$8.60	\$13.03	\$0.00	\$55.03
	12/01/2021	\$34.23	\$8.60	\$13.03	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.50	\$8.10	\$14.78	\$0.00	\$54.38
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.50	\$8.10	\$14.78	\$0.00	\$54.38
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LASER BEAM OPERATOR (HEAVY & HIGHWAY)	06/01/2020	\$31.75	\$8.60	\$13.03	\$0.00	\$53.38
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2020	\$32.56	\$8.60	\$13.03	\$0.00	\$54.19
	06/01/2021	\$33.40	\$8.60	\$13.03	\$0.00	\$55.03
	12/01/2021	\$34.23	\$8.60	\$13.03	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						

MARBLE & TILE FINISHERS	08/01/2020	\$36.17	\$10.75	\$19.49	\$0.00	\$66.41
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	02/01/2021	\$36.67	\$10.75	\$19.49	\$0.00	\$66.91
	08/01/2021	\$37.67	\$10.75	\$19.62	\$0.00	\$68.04
	02/01/2022	\$38.12	\$10.75	\$19.62	\$0.00	\$68.49

Apprentice - MARBLE-TILE FINISHER-Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.09	\$10.75	\$19.49	\$0.00	\$48.33
2	60	\$21.70	\$10.75	\$19.49	\$0.00	\$51.94
3	70	\$25.32	\$10.75	\$19.49	\$0.00	\$55.56
4	80	\$28.94	\$10.75	\$19.49	\$0.00	\$59.18
5	90	\$32.55	\$10.75	\$19.49	\$0.00	\$62.79

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.34	\$10.75	\$19.49	\$0.00	\$48.58
2	60	\$22.00	\$10.75	\$19.49	\$0.00	\$52.24
3	70	\$25.67	\$10.75	\$19.49	\$0.00	\$55.91
4	80	\$29.34	\$10.75	\$19.49	\$0.00	\$59.58
5	90	\$33.00	\$10.75	\$19.49	\$0.00	\$63.24

Notes:

Apprentice to Journeyworker Ratio:1:5

MARBLE MASON/TILE LAYER(SP/PT)SeeBrick
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE

See "BRICK/STONE/ARTIFICIAL MASONRY(INCL.MASONRY WATERPROOFING)

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2019	\$35.40	\$11.94	\$14.35	\$0.00	\$61.69
OPERATING ENGINEERS LOCAL 98						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANIC/WELDER/BOOM TRUCK	12/01/2019	\$34.87	\$11.94	\$14.35	\$0.00	\$61.16
OPERATING ENGINEERS LOCAL 98						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 3)	04/01/2019	\$37.11	\$9.90	\$18.50	\$0.00	\$65.51
MILLWRIGHTS LOCAL 1121 - Zone 3						

Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.41	\$9.90	\$5.31	\$0.00	\$35.62
2	65	\$24.12	\$9.90	\$15.13	\$0.00	\$49.15
3	75	\$27.83	\$9.90	\$16.10	\$0.00	\$53.83
4	85	\$31.54	\$9.90	\$17.06	\$0.00	\$58.50

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER LABORERS - ZONE 3 (BUILDING & SITE)	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
OILER OPERATING ENGINEERS LOCAL 98	12/01/2019	\$30.56	\$11.94	\$14.35	\$0.00	\$56.85
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS VI OPERATING ENGINEERS LOCAL 98	12/01/2019	\$28.58	\$11.94	\$14.35	\$0.00	\$54.87
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
Painter (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 3	07/01/2020	\$51.51	\$8.25	\$22.40	\$0.00	\$82.16
	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PAINTER Local 35 - BRIDGES/TANKS
Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.76	\$8.25	\$0.00	\$0.00	\$34.01
2	55	\$28.33	\$8.25	\$6.05	\$0.00	\$42.63
3	60	\$30.91	\$8.25	\$6.60	\$0.00	\$45.76
4	65	\$33.48	\$8.25	\$7.15	\$0.00	\$48.88
5	70	\$36.06	\$8.25	\$19.10	\$0.00	\$63.41
6	75	\$38.63	\$8.25	\$19.65	\$0.00	\$66.53
7	80	\$41.21	\$8.25	\$20.20	\$0.00	\$69.66
8	90	\$46.36	\$8.25	\$21.30	\$0.00	\$75.91

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$8.25	\$0.00	\$0.00	\$34.28
2	55	\$28.63	\$8.25	\$6.16	\$0.00	\$43.04
3	60	\$31.24	\$8.25	\$6.72	\$0.00	\$46.21
4	65	\$33.84	\$8.25	\$7.28	\$0.00	\$49.37
5	70	\$36.44	\$8.25	\$19.39	\$0.00	\$64.08
6	75	\$39.05	\$8.25	\$19.95	\$0.00	\$67.25
7	80	\$41.65	\$8.25	\$20.51	\$0.00	\$70.41
8	90	\$46.85	\$8.25	\$21.63	\$0.00	\$76.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2020	\$34.88	\$8.25	\$18.50	\$0.00	\$61.63
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3	01/01/2021	\$35.43	\$8.25	\$18.85	\$0.00	\$62.53

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - New
Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.44	\$8.25	\$0.00	\$0.00	\$25.69
2	55	\$19.18	\$8.25	\$3.91	\$0.00	\$31.34
3	60	\$20.93	\$8.25	\$4.26	\$0.00	\$33.44
4	65	\$22.67	\$8.25	\$4.62	\$0.00	\$35.54
5	70	\$24.42	\$8.25	\$16.37	\$0.00	\$49.04
6	75	\$26.16	\$8.25	\$16.73	\$0.00	\$51.14
7	80	\$27.90	\$8.25	\$17.08	\$0.00	\$53.23
8	90	\$31.39	\$8.25	\$17.79	\$0.00	\$57.43

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.72	\$8.25	\$0.00	\$0.00	\$25.97
2	55	\$19.49	\$8.25	\$4.02	\$0.00	\$31.76
3	60	\$21.26	\$8.25	\$4.38	\$0.00	\$33.89
4	65	\$23.03	\$8.25	\$4.75	\$0.00	\$36.03
5	70	\$24.80	\$8.25	\$16.66	\$0.00	\$49.71
6	75	\$26.57	\$8.25	\$17.03	\$0.00	\$51.85
7	80	\$28.34	\$8.25	\$17.39	\$0.00	\$53.98
8	90	\$31.89	\$8.25	\$18.12	\$0.00	\$58.26

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2020	\$32.20	\$8.25	\$18.50	\$0.00	\$58.95
PAINTERS LOCAL 35 - ZONE 3	01/01/2021	\$32.75	\$8.25	\$18.85	\$0.00	\$59.85

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - Repaint
Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.10	\$8.25	\$0.00	\$0.00	\$24.35
2	55	\$17.71	\$8.25	\$3.91	\$0.00	\$29.87
3	60	\$19.32	\$8.25	\$4.26	\$0.00	\$31.83
4	65	\$20.93	\$8.25	\$4.62	\$0.00	\$33.80
5	70	\$22.54	\$8.25	\$16.37	\$0.00	\$47.16
6	75	\$24.15	\$8.25	\$16.73	\$0.00	\$49.13
7	80	\$25.76	\$8.25	\$17.08	\$0.00	\$51.09
8	90	\$28.98	\$8.25	\$17.79	\$0.00	\$55.02

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.38	\$8.25	\$0.00	\$0.00	\$24.63
2	55	\$18.01	\$8.25	\$4.02	\$0.00	\$30.28
3	60	\$19.65	\$8.25	\$4.38	\$0.00	\$32.28
4	65	\$21.29	\$8.25	\$4.75	\$0.00	\$34.29
5	70	\$22.93	\$8.25	\$16.66	\$0.00	\$47.84
6	75	\$24.56	\$8.25	\$17.03	\$0.00	\$49.84
7	80	\$26.20	\$8.25	\$17.39	\$0.00	\$51.84
8	90	\$29.48	\$8.25	\$18.12	\$0.00	\$55.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2020	\$33.48	\$8.25	\$18.50	\$0.00	\$60.23
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3	01/01/2021	\$34.03	\$8.25	\$18.85	\$0.00	\$61.13

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW
Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.74	\$8.25	\$0.00	\$0.00	\$24.99
2	55	\$18.41	\$8.25	\$3.91	\$0.00	\$30.57
3	60	\$20.09	\$8.25	\$4.26	\$0.00	\$32.60
4	65	\$21.76	\$8.25	\$4.62	\$0.00	\$34.63
5	70	\$23.44	\$8.25	\$16.37	\$0.00	\$48.06
6	75	\$25.11	\$8.25	\$16.73	\$0.00	\$50.09
7	80	\$26.78	\$8.25	\$17.08	\$0.00	\$52.11
8	90	\$30.13	\$8.25	\$17.79	\$0.00	\$56.17

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.02	\$8.25	\$0.00	\$0.00	\$25.27
2	55	\$18.72	\$8.25	\$4.02	\$0.00	\$30.99
3	60	\$20.42	\$8.25	\$4.38	\$0.00	\$33.05
4	65	\$22.12	\$8.25	\$4.75	\$0.00	\$35.12
5	70	\$23.82	\$8.25	\$16.66	\$0.00	\$48.73
6	75	\$25.52	\$8.25	\$17.03	\$0.00	\$50.80
7	80	\$27.22	\$8.25	\$17.39	\$0.00	\$52.86
8	90	\$30.63	\$8.25	\$18.12	\$0.00	\$57.00

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2020	\$30.80	\$8.25	\$18.50	\$0.00	\$57.55
PAINTERS LOCAL 35 - ZONE 3	01/01/2021	\$31.35	\$8.25	\$18.85	\$0.00	\$58.45

Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT

Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.40	\$8.25	\$0.00	\$0.00	\$23.65
2	55	\$16.94	\$8.25	\$3.91	\$0.00	\$29.10
3	60	\$18.48	\$8.25	\$4.26	\$0.00	\$30.99
4	65	\$20.02	\$8.25	\$4.62	\$0.00	\$32.89
5	70	\$21.56	\$8.25	\$16.37	\$0.00	\$46.18
6	75	\$23.10	\$8.25	\$16.73	\$0.00	\$48.08
7	80	\$24.64	\$8.25	\$17.08	\$0.00	\$49.97
8	90	\$27.72	\$8.25	\$17.79	\$0.00	\$53.76

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.68	\$8.25	\$0.00	\$0.00	\$23.93
2	55	\$17.24	\$8.25	\$4.02	\$0.00	\$29.51
3	60	\$18.81	\$8.25	\$4.38	\$0.00	\$31.44
4	65	\$20.38	\$8.25	\$4.75	\$0.00	\$33.38
5	70	\$21.95	\$8.25	\$16.66	\$0.00	\$46.86
6	75	\$23.51	\$8.25	\$17.03	\$0.00	\$48.79
7	80	\$25.08	\$8.25	\$17.39	\$0.00	\$50.72
8	90	\$28.22	\$8.25	\$18.12	\$0.00	\$54.59

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	06/01/2020	\$31.50	\$8.60	\$13.03	\$0.00	\$53.13
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2020	\$32.31	\$8.60	\$13.03	\$0.00	\$53.94
	06/01/2021	\$33.15	\$8.60	\$13.03	\$0.00	\$54.78
	12/01/2021	\$33.98	\$8.60	\$13.03	\$0.00	\$55.61
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER	08/01/2020	\$34.98	\$12.91	\$13.72	\$0.00	\$61.61
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2020	\$34.98	\$12.91	\$14.82	\$0.00	\$62.71
	06/01/2021	\$35.78	\$12.91	\$14.82	\$0.00	\$63.51
	08/01/2021	\$35.78	\$13.41	\$14.82	\$0.00	\$64.01
	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2019	\$43.79	\$9.90	\$21.15	\$0.00	\$74.84
PILE DRIVER LOCAL 56 (ZONE 3)						
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2019	\$43.79	\$9.90	\$21.15	\$0.00	\$74.84
PILE DRIVER LOCAL 56 (ZONE 3)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PILE DRIVER - Local 56 Zone 3						
Effective Date - 08/01/2019						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<div> Notes: Apprentice wages shall be no less than the following Steps; (Same as set in Zone 1) 1\$54.34/2\$58.99/3\$63.65/4\$65.98/5\$68.31/6\$68.31/7\$72.96/8\$72.96 </div>						
Apprentice to Journeyworker Ratio:1:5						
PIPELAYER		12/02/2019	\$31.75	\$8.10	\$14.78	\$54.63
LABORERS - ZONE 3 (BUILDING & SITE)						
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY)		06/01/2020	\$31.75	\$8.60	\$13.03	\$53.38
LABORERS - ZONE 3 (HEAVY & HIGHWAY)						
		12/01/2020	\$32.56	\$8.60	\$13.03	\$54.19
		06/01/2021	\$33.40	\$8.60	\$13.03	\$55.03
		12/01/2021	\$34.23	\$8.60	\$13.03	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PLUMBER & PIPEFITTER		03/17/2020	\$41.71	\$9.05	\$16.35	\$67.11
PLUMBERS & PIPEFITTERS LOCAL 104						
		09/17/2020	\$42.71	\$9.05	\$16.35	\$68.11
		03/17/2021	\$43.71	\$9.05	\$16.35	\$69.11
		09/17/2021	\$44.71	\$9.05	\$16.35	\$70.11
		03/17/2022	\$45.96	\$9.05	\$16.35	\$71.36
		09/17/2022	\$46.96	\$9.05	\$16.35	\$72.36
		03/17/2023	\$48.21	\$9.05	\$16.35	\$73.61
		09/17/2023	\$49.21	\$9.05	\$16.35	\$74.61
		03/17/2024	\$50.46	\$9.05	\$16.35	\$75.86

Classification

Effective Date

Base Wage

Health

Pension

Supplemental
Unemployment

Total Rate

Apprentice - PLUMBER/PIPEFITTER - Local 104**Effective Date - 03/17/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.77	\$9.05	\$9.60	\$0.00	\$37.42
2	50	\$20.86	\$9.05	\$9.60	\$0.00	\$39.51
3	55	\$22.94	\$9.05	\$9.60	\$0.00	\$41.59
4	60	\$25.03	\$9.05	\$9.60	\$0.00	\$43.68
5	65	\$27.11	\$9.05	\$9.60	\$0.00	\$45.76
6	70	\$29.20	\$9.05	\$9.60	\$0.00	\$47.85
7	75	\$31.28	\$9.05	\$9.60	\$0.00	\$49.93
8	80	\$33.37	\$9.05	\$9.60	\$0.00	\$52.02
9	80	\$33.37	\$9.05	\$16.35	\$0.00	\$58.77
10	80	\$33.37	\$9.05	\$16.35	\$0.00	\$58.77

Effective Date - 09/17/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.22	\$9.05	\$9.60	\$0.00	\$37.87
2	50	\$21.36	\$9.05	\$9.60	\$0.00	\$40.01
3	55	\$23.49	\$9.05	\$9.60	\$0.00	\$42.14
4	60	\$25.63	\$9.05	\$9.60	\$0.00	\$44.28
5	65	\$27.76	\$9.05	\$9.60	\$0.00	\$46.41
6	70	\$29.90	\$9.05	\$9.60	\$0.00	\$48.55
7	75	\$32.03	\$9.05	\$9.60	\$0.00	\$50.68
8	80	\$34.17	\$9.05	\$9.60	\$0.00	\$52.82
9	80	\$34.17	\$9.05	\$16.35	\$0.00	\$59.57
10	80	\$34.17	\$9.05	\$16.35	\$0.00	\$59.57

Notes: **1:1,2:5,3:9,4:12**Apprentice to Journeyworker Ratio:****

PNEUMATIC CONTROLS (TEMP.)	03/17/2020	\$41.71	\$9.05	\$16.35	\$0.00	\$67.11
PLUMBERS & PIPEFITTERS LOCAL 104	09/17/2020	\$42.71	\$9.05	\$16.35	\$0.00	\$68.11
	03/17/2021	\$43.71	\$9.05	\$16.35	\$0.00	\$69.11
	09/17/2021	\$44.71	\$9.05	\$16.35	\$0.00	\$70.11
	03/17/2022	\$45.96	\$9.05	\$16.35	\$0.00	\$71.36
	09/17/2022	\$46.96	\$9.05	\$16.35	\$0.00	\$72.36
	03/17/2023	\$48.21	\$9.05	\$16.35	\$0.00	\$73.61
	09/17/2023	\$49.21	\$9.05	\$16.35	\$0.00	\$74.61
	03/17/2024	\$50.46	\$9.05	\$16.35	\$0.00	\$75.86

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

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	06/01/2020	\$31.75	\$8.60	\$13.03	\$0.00	\$53.38
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2020	\$32.56	\$8.60	\$13.03	\$0.00	\$54.19
	06/01/2021	\$33.40	\$8.60	\$13.03	\$0.00	\$55.03
	12/01/2021	\$34.23	\$8.60	\$13.03	\$0.00	\$55.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWDERMAN & BLASTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$32.50	\$8.10	\$14.78	\$0.00	\$55.38
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$32.50	\$8.60	\$13.03	\$0.00	\$54.13
	12/01/2020	\$33.31	\$8.60	\$13.03	\$0.00	\$54.94
	06/01/2021	\$34.15	\$8.60	\$13.03	\$0.00	\$55.78
	12/01/2021	\$34.98	\$8.60	\$13.03	\$0.00	\$56.61
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2019	\$35.40	\$11.94	\$14.35	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2019	\$34.87	\$11.94	\$14.35	\$0.00	\$61.16
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 404 - Construction Service (Northampton)</i>	05/01/2020	\$22.44	\$11.07	\$6.50	\$0.00	\$40.01
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2019	\$34.26	\$11.94	\$14.35	\$0.00	\$60.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Coal tar pitch) <i>ROOFERS LOCAL 248</i>	07/16/2019	\$32.66	\$10.05	\$16.20	\$0.00	\$58.91
For apprentice rates see "Apprentice- ROOFER"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing) <i>ROOFERS LOCAL 248</i>	07/16/2019	\$32.16	\$10.05	\$15.70	\$0.00	\$57.91

Apprentice - ROOFER - Local 248

Effective Date - 07/16/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.30	\$10.05	\$0.00	\$0.00	\$29.35
2	65	\$20.90	\$10.05	\$15.70	\$0.00	\$46.65
3	70	\$22.51	\$10.05	\$15.70	\$0.00	\$48.26
4	75	\$24.12	\$10.05	\$15.70	\$0.00	\$49.87
5	80	\$25.73	\$10.05	\$15.70	\$0.00	\$51.48
6	85	\$27.34	\$10.05	\$15.70	\$0.00	\$53.09
7	90	\$28.94	\$10.05	\$15.70	\$0.00	\$54.69
8	95	\$30.55	\$10.05	\$15.70	\$0.00	\$56.30

Notes:

Steps are 750 hrs.Roofing(Tear Off)1:1; Same as above

Apprentice to Journeyworker Ratio:1:3

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 248</i>	07/16/2019	\$32.66	\$10.05	\$16.20	\$0.00	\$58.91
For apprentice rates see "Apprentice- ROOFER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SCRAPER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2019	\$34.87	\$11.94	\$14.35	\$0.00	\$61.16
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2019	\$34.26	\$11.94	\$14.35	\$0.00	\$60.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-PROPELLED POWER BROOM <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2019	\$31.64	\$11.94	\$14.35	\$0.00	\$57.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2020	\$36.99	\$10.64	\$16.22	\$1.77	\$65.62

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$16.65	\$6.21	\$4.67	\$0.00	\$27.53
2	50	\$18.50	\$6.55	\$5.19	\$0.00	\$30.24
3	55	\$20.34	\$6.88	\$9.33	\$1.08	\$37.63
4	60	\$22.19	\$7.22	\$9.33	\$1.14	\$39.88
5	65	\$24.04	\$7.55	\$9.33	\$1.20	\$42.12
6	70	\$25.89	\$7.88	\$9.33	\$1.27	\$44.37
7	75	\$27.74	\$8.22	\$9.33	\$1.33	\$46.62
8	80	\$29.59	\$9.30	\$15.18	\$1.59	\$55.66
9	85	\$31.44	\$9.64	\$15.18	\$1.66	\$57.92
10	90	\$33.29	\$9.98	\$15.18	\$1.72	\$60.17

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.73	\$12.91	\$13.72	\$0.00	\$62.36
	12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
	06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
	08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	01/01/2019	\$41.51	\$10.02	\$13.08	\$0.00	\$64.61

Apprentice - SPRINKLER FITTER - Local 669**Effective Date -** 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.68	\$7.75	\$0.00	\$0.00	\$26.43
2	50	\$20.76	\$7.75	\$0.00	\$0.00	\$28.51
3	55	\$22.83	\$10.02	\$7.25	\$0.00	\$40.10
4	60	\$24.91	\$10.02	\$7.25	\$0.00	\$42.18
5	65	\$26.98	\$10.02	\$7.50	\$0.00	\$44.50
6	70	\$29.06	\$10.02	\$7.50	\$0.00	\$46.58
7	75	\$31.13	\$10.02	\$7.50	\$0.00	\$48.65
8	80	\$33.21	\$10.02	\$7.50	\$0.00	\$50.73
9	85	\$35.28	\$10.02	\$7.50	\$0.00	\$52.80
10	90	\$37.36	\$10.02	\$7.50	\$0.00	\$54.88

Notes:**Apprentice to Journeyworker Ratio:1:1**TELECOMMUNICATION TECHNICIAN
ELECTRICIANS LOCAL 7

06/28/2020	\$44.01	\$11.25	\$12.82	\$0.00	\$68.08
01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7**Effective Date - 06/28/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.60	\$6.15	\$0.53	\$0.00	\$24.28
2	45	\$19.80	\$6.15	\$0.59	\$0.00	\$26.54
3	50	\$22.01	\$11.25	\$6.96	\$0.00	\$40.22
4	55	\$24.21	\$11.25	\$7.03	\$0.00	\$42.49
5	65	\$28.61	\$11.25	\$8.72	\$0.00	\$48.58
6	70	\$30.81	\$11.25	\$9.82	\$0.00	\$51.88

Effective Date - 01/03/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.84	\$6.90	\$0.54	\$0.00	\$25.28
2	45	\$20.07	\$6.90	\$0.60	\$0.00	\$27.57
3	50	\$22.31	\$11.50	\$7.02	\$0.00	\$40.83
4	55	\$24.54	\$11.50	\$7.09	\$0.00	\$43.13
5	65	\$29.00	\$11.50	\$8.78	\$0.00	\$49.28
6	70	\$31.23	\$11.50	\$9.89	\$0.00	\$52.62

Notes:

Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1**TERRAZZO FINISHERS***BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE*

08/01/2020	\$54.69	\$10.75	\$22.09	\$0.00	\$87.53
02/01/2021	\$55.33	\$10.75	\$22.09	\$0.00	\$88.17
08/01/2021	\$56.73	\$10.75	\$22.25	\$0.00	\$89.73
02/01/2022	\$57.32	\$10.75	\$22.25	\$0.00	\$90.32

Classification

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

Apprentice - TERRAZZO FINISHER-Local 3 Marble/Tile (Spr/Ptt)

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.35	\$10.75	\$22.09	\$0.00	\$60.19
2	60	\$32.81	\$10.75	\$22.09	\$0.00	\$65.65
3	70	\$38.28	\$10.75	\$22.09	\$0.00	\$71.12
4	80	\$43.75	\$10.75	\$22.09	\$0.00	\$76.59
5	90	\$49.22	\$10.75	\$22.09	\$0.00	\$82.06

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.67	\$10.75	\$22.09	\$0.00	\$60.51
2	60	\$33.20	\$10.75	\$22.09	\$0.00	\$66.04
3	70	\$38.73	\$10.75	\$22.09	\$0.00	\$71.57
4	80	\$44.26	\$10.75	\$22.09	\$0.00	\$77.10
5	90	\$49.80	\$10.75	\$22.09	\$0.00	\$82.64

Notes:

Apprentice to Journeyworker Ratio:1:5

TERRAZZO MECHANIC	08/01/2020	\$55.77	\$10.75	\$22.08	\$0.00	\$88.60
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	02/01/2021	\$56.41	\$10.75	\$22.08	\$0.00	\$89.24
	08/01/2021	\$57.81	\$10.75	\$22.24	\$0.00	\$90.80
	02/01/2022	\$58.38	\$10.75	\$22.24	\$0.00	\$91.37

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - TERRAZZO MECH - Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.89	\$10.75	\$22.08	\$0.00	\$60.72
2	60	\$33.46	\$10.75	\$22.08	\$0.00	\$66.29
3	70	\$39.04	\$10.75	\$22.08	\$0.00	\$71.87
4	80	\$44.62	\$10.75	\$22.08	\$0.00	\$77.45
5	90	\$50.19	\$10.75	\$22.08	\$0.00	\$83.02

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.21	\$10.75	\$22.08	\$0.00	\$61.04
2	60	\$33.85	\$10.75	\$22.08	\$0.00	\$66.68
3	70	\$39.49	\$10.75	\$22.08	\$0.00	\$72.32
4	80	\$45.13	\$10.75	\$22.08	\$0.00	\$77.96
5	90	\$50.77	\$10.75	\$22.08	\$0.00	\$83.60

Notes:

Apprentice to Journeyworker Ratio:1:5

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2020	\$40.55	\$8.60	\$17.24	\$0.00	\$66.39
	12/01/2020	\$41.53	\$8.60	\$17.24	\$0.00	\$67.37
	06/01/2021	\$42.55	\$8.60	\$17.24	\$0.00	\$68.39
	12/01/2021	\$43.56	\$8.60	\$17.24	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2020	\$39.27	\$8.60	\$17.24	\$0.00	\$65.11
	12/01/2020	\$40.25	\$8.60	\$17.24	\$0.00	\$66.09
	06/01/2021	\$41.27	\$8.60	\$17.24	\$0.00	\$67.11
	12/01/2021	\$42.28	\$8.60	\$17.24	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2020	\$39.15	\$8.60	\$17.24	\$0.00	\$64.99
	12/01/2020	\$40.13	\$8.60	\$17.24	\$0.00	\$65.97
	06/01/2021	\$41.15	\$8.60	\$17.24	\$0.00	\$66.99
	12/01/2021	\$42.16	\$8.60	\$17.24	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2019	\$34.26	\$11.94	\$14.35	\$0.00	\$60.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$36.02	\$12.91	\$13.72	\$0.00	\$62.65
	12/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	06/01/2021	\$36.82	\$12.91	\$14.82	\$0.00	\$64.55
	08/01/2021	\$36.82	\$13.41	\$14.82	\$0.00	\$65.05
	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2020	\$51.38	\$8.60	\$17.69	\$0.00	\$77.67
	12/01/2020	\$52.36	\$8.60	\$17.69	\$0.00	\$78.65
	06/01/2021	\$53.38	\$8.60	\$17.69	\$0.00	\$79.67
	12/01/2021	\$54.39	\$8.60	\$17.69	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2020	\$53.38	\$8.60	\$17.69	\$0.00	\$79.67
	12/01/2020	\$54.36	\$8.60	\$17.69	\$0.00	\$80.65
	06/01/2021	\$55.38	\$8.60	\$17.69	\$0.00	\$81.67
	12/01/2021	\$56.39	\$8.60	\$17.69	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2020	\$43.45	\$8.60	\$17.69	\$0.00	\$69.74
	12/01/2020	\$44.43	\$8.60	\$17.69	\$0.00	\$70.72
	06/01/2021	\$45.45	\$8.60	\$17.69	\$0.00	\$71.74
	12/01/2021	\$46.46	\$8.60	\$17.69	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2020	\$45.45	\$8.60	\$17.69	\$0.00	\$71.74
	12/01/2020	\$46.43	\$8.60	\$17.69	\$0.00	\$72.72
	06/01/2021	\$47.45	\$8.60	\$17.69	\$0.00	\$73.74
	12/01/2021	\$48.46	\$8.60	\$17.69	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$31.75	\$8.60	\$13.03	\$0.00	\$53.38
	12/01/2020	\$32.56	\$8.60	\$13.03	\$0.00	\$54.19
	06/01/2021	\$33.40	\$8.60	\$13.03	\$0.00	\$55.03
	12/01/2021	\$34.23	\$8.60	\$13.03	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2020	\$41.71	\$9.05	\$16.35	\$0.00	\$67.11
	09/17/2020	\$42.71	\$9.05	\$16.35	\$0.00	\$68.11
	03/17/2021	\$43.71	\$9.05	\$16.35	\$0.00	\$69.11
	09/17/2021	\$44.71	\$9.05	\$16.35	\$0.00	\$70.11
	03/17/2022	\$45.96	\$9.05	\$16.35	\$0.00	\$71.36
	09/17/2022	\$46.96	\$9.05	\$16.35	\$0.00	\$72.36
	03/17/2023	\$48.21	\$9.05	\$16.35	\$0.00	\$73.61
	09/17/2023	\$49.21	\$9.05	\$16.35	\$0.00	\$74.61
	03/17/2024	\$50.46	\$9.05	\$16.35	\$0.00	\$75.86
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - West						
EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$44.67	\$8.00	\$12.55	\$0.00	\$65.22
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$30.58	\$8.00	\$5.48	\$0.00	\$44.06
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN / TRUCK DRIVER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$39.97	\$8.00	\$10.96	\$0.00	\$58.93
For apprentice rates see "Apprentice- LINEMAN"						
HEAVY EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$47.01	\$8.00	\$13.22	\$0.00	\$68.23
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$51.71	\$8.00	\$15.55	\$0.00	\$75.26

Apprentice - LINEMAN (Outside Electrical) - West Local 42

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$31.03	\$8.00	\$3.43	\$0.00	\$42.46
2	65	\$33.61	\$8.00	\$3.51	\$0.00	\$45.12
3	70	\$36.20	\$8.00	\$3.59	\$0.00	\$47.79
4	75	\$38.78	\$8.00	\$5.16	\$0.00	\$51.94
5	80	\$41.37	\$8.00	\$5.24	\$0.00	\$54.61
6	85	\$43.95	\$8.00	\$5.32	\$0.00	\$57.27
7	90	\$46.54	\$8.00	\$7.40	\$0.00	\$61.94

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TRACTOR-TRAILER DRIVER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$44.67	\$8.00	\$12.55	\$0.00	\$65.22

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, Section 27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the next page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

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

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Industries within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

<p>STATEMENT OF COMPLIANCE</p> <p style="text-align: right;">_____, 20____</p>	
<p>I, _____,</p> <p style="text-align: center;">(Name of signatory party)</p>	<p>_____</p> <p style="text-align: center;">(Title)</p>
<p>do hereby state:</p> <p style="padding-left: 40px;">That I pay or supervise the payment of the persons employed by</p>	
<p>_____</p> <p style="text-align: center;">(Contractor, subcontractor or public body)</p>	<p>_____ on the _____</p> <p style="text-align: center;">(Building or project)</p>
<p>and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.</p>	
<p>Signature _____</p> <p>Title _____</p>	

Company Name: _____

Project Name: _____

Awarding Auth.: _____

Work Week Ending: _____

☐ Prime Contractor☐ Subcontractor

Employer Signature:

Print Name & Title:

☐ **Final Report**[illegible]

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.



The Commonwealth of Massachusetts

Pursuant to G.L. c. 82A §1 and 520 CMR 14.00 et seq.
(as amended)



TOWN OF LONGMEADOW

ROAD OPENING AND TRENCH PERMIT APPLICATION

SECTION 1 - SITE INFORMATION

ENTER DIG SAFE NUMBER: _____

1.1 Property Address:

Street Name _____

Zip Code _____

City / Town _____

1.3 Description, location and purpose of proposed trench:

1.4 Anticipated Date to Begin Trench Operation

1.5 Anticipated Date Conclude Trench Operation

1.2 Map Number _____ Lot/Parcel Number _____
Builder's Lot No _____ Block _____

SECTION 2 - PROPERTY OWNERSHIP AND PERMIT HOLDER INFORMATION

2.1 Owner of Record:

Name: (Print) _____

Address : _____

Signature _____

Telephone: _____

2.2 Excavator Permit Holder Information:

Name: (Print) _____

Address _____

Signature: _____

Telephone/Emergency Contact Number _____

2.3 Name and Contact Information of Insurer:

Company Name _____

Telephone _____

Address _____

Insurance Certificate #: _____

Policy Expiration Date _____

BY SIGNING THIS FORM, THE APPLICANT/EXCAVATOR AND OWNER, ACKNOWLEDGE AND CERTIFY THAT THEY ARE FAMILIAR WITH, OR, BEFORE COMMENCEMENT OF THE WORK, WILL BECOME FAMILIAR WITH, ALL LAWS AND REGULATIONS APPLICABLE TO WORK PROPOSED, INCLUDING OSHA REGULATIONS, G.L. c. 82A, 520 CMR 7.00 et seq., AND ANY APPLICABLE MUNICIPAL ORDINANCES, BY-LAWS AND REGULATIONS AND THEY COVENANT AND AGREE THAT ALL WORK DONE UNDER THE PERMIT ISSUED FOR SUCH WORK WILL COMPLY THEREWITH IN ALL RESPECTS AND WITH THE CONDITIONS SET FORTH BELOW.

THE UNDERSIGNED OWNER AUTHORIZES THE APPLICANT/EXCAVATOR TO APPLY FOR THE PERMIT AND THE EXCAVATOR TO UNDERTAKE SUCH WORK ON THE PROPERTY OF THE OWNER, AND ALSO, FOR THE DURATION OF CONSTRUCTION, AUTHORIZES PERSONS DULY APPOINTED BY THE MUNICIPALITY TO ENTER UPON THE PROPERTY TO MONITOR AND INSPECT THE WORK FOR CONFORMITY WITH THE CONDITIONS ATTACHED HERETO AND THE LAWS AND REGULATIONS GOVERNING SUCH WORK.

THE UNDERSIGNED APPLICANT/EXCAVATOR AND OWNER AGREE JOINTLY AND SEVERALLY TO REIMBURSE THE MUNICIPALITY FOR ANY AND ALL COSTS AND EXPENSES INCURRED BY THE MUNICIPALITY IN CONNECTION WITH THIS PERMIT AND THE WORK CONDUCTED THEREUNDER, INCLUDING BUT NOT LIMITED TO ENFORCING THE REQUIREMENTS OF STATE LAW AND CONDITIONS OF THIS PERMIT, INSPECTIONS MADE TO ASSURE COMPLIANCE THEREWITH, AND MEASURES TAKEN BY THE MUNICIPALITY TO PROTECT THE PUBLIC WHERE THE APPLICANT OWNER OR EXCAVATOR HAS FAILED TO COMPLY THEREWITH INCLUDING POLICE DETAILS AND OTHER REMEDIAL MEASURES DEEMED NECESSARY BY THE MUNICIPALITY.

THE UNDERSIGNED APPLICANT/EXCAVATOR AND OWNER AGREE JOINTLY AND SEVERALLY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE MUNICIPALITY AND ALL OF ITS AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, CAUSES OR ACTION, COSTS, AND EXPENSES RESULTING FROM OR ARISING OUT OF ANY INJURY, DEATH, LOSS, OR DAMAGE TO ANY PERSON OR PROPERTY DURING THE WORK CONDUCTED UNDER THIS PERMIT.

EXCAVATOR SIGNATURE

OWNER'S SIGNATURE (IF DIFFERENT)

For City/Town use -- Do not write in this section

PERMIT NUMBER _____

PERMITTING AUTHORITY _____
Town Engineer ☐ **Date** _____
Director of Public Works ☐
Town Manager ☐

CONDITIONS AND REQUIREMENTS PURSUANT TO G.L.C.82A AND 520 CMR 14.00 et seq. (as amended)

By signing the application, the applicant/excavator understands and agrees to comply with the following:

- i. No trench may be excavated unless the requirements of sections 40 through 40D of chapter 82, and any accompanying regulations, have been met and this permit is invalid unless and until said requirements have been complied with by the excavator applying for the permit including, but not limited to, the establishment of a valid excavation number with the underground plant damage prevention system as said system is defined in section 76D of chapter 164 (DIG SAFE);
- ii. Trenches may pose a significant health and safety hazard. Pursuant to Section 1 of Chapter 82 of the General Laws, an excavator shall not leave any open trench unattended without first making every reasonable effort to eliminate any recognized safety hazard that may exist as a result of leaving said open trench unattended. Excavators should consult regulations promulgated by the Department of Public Safety in order to familiarize themselves with the recognized safety hazards associated with excavations and open trenches and the procedures required or recommended by said department in order to make every reasonable effort to eliminate said safety hazards which may include covering, barricading or otherwise protecting open trenches from accidental entry.
- iii. Persons engaging in any in any trenching operation shall familiarize themselves with the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et.seq., entitled Subpart P "Excavations".
- iv. Excavators engaging in any trenching operation who utilize hoisting or other mechanical equipment subject to chapter 146 shall only employ individuals licensed to operate said equipment by the Department of Public Safety pursuant to said chapter and this permit must be presented to said licensed operator before any excavation is commenced;
- v. By applying for, accepting and signing this permit, the applicant hereby attests to the following: (1) that they have read and understands the regulations promulgated by the Department of Public Safety with regard to construction related excavations and trench safety; (2) that he has read and understands the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et.seq., entitled Subpart P "Excavations" as well as any other excavation requirements established by this municipality; and (3) that he is aware of and has, with regard to the proposed trench excavation on private property or proposed excavation of a city or town public way that forms the basis of the permit application, complied with the requirements of sections 40-40D of chapter 82A.

The permit shall be posted in plain view on the site of the trench.

Summary of Excavation and Trench Safety Regulation (520 CMR 14.00 et seq.)

This summary was prepared by the Massachusetts Department of Public Safety pursuant to G.L.c.82A and does not include all requirements of the 520 CMR 14.00. To view the full regulation and G.L.c.82A, go to www.mass.gov/dps

Pursuant to M.G.L. c. 82, § 1, the Department of Public Safety, jointly with the Division of Occupational Safety, drafted regulations relative to trench safety. The regulation is codified in section 14.00 of title 520 of the Code of Massachusetts Regulations. The regulation requires all excavators to obtain a permit prior to the excavation of a trench made for a construction-related purpose on public or private land or rights-of-way. All municipalities must establish a local permitting authority for the purpose of issuing permits for trenches within their municipality. Trenches on land owned or controlled by a public (state) agency requires a permit to be issued by that public agency unless otherwise designated.

In addition to the permitting requirements mandated by statute, the trench safety regulations require that all excavators, whether public or private, take specific precautions to protect the general public and prevent unauthorized access to unattended trenches. Accordingly, unattended trenches must be covered, barricaded or backfilled. Covers must be road plates at least ¾" thick or equivalent; barricades must be fences at least 6' high with no openings greater than 4" between vertical supports or openings greater than 4" may be protected by solid guards or suitable materials, including plywood or wood planks; backfilling must be sufficient to eliminate the trench. Alternatively, excavators may choose to attend trenches at all times, for instance by hiring a police detail, security guard or other attendant who will be present during times when the trench will be unattended by the excavator.

The regulations further provide that local permitting authorities, the Department of Public Safety, or the Division of Occupational Safety may order an immediate shutdown of a trench in the event of a death or serious injury; the failure to obtain a permit; or the failure to implement or effectively use adequate protections for the general public. The trench shall remain shutdown until re-inspected and authorized to re-open provided, however, the excavators shall have the right to appeal an immediate shutdown. Re-inspection must occur within two (2) business days of written notifications by the excavator to the Permitting Authority that it has complied with all repairs/corrections ordered. Permitting authorities

are further authorized to suspend or revoke a permit following a hearing. Excavators may also be subject to administrative fines issued by the Department of Public Safety for identified violations.

The Applicant or his/her representative shall notify the Longmeadow DPW immediately upon commencement of the work, and again three (3) hours prior to backfilling, and is required to complete the work in accordance with the Town of Longmeadow's Road Opening Specifications. **A road opening permit is required for any construction that is to take place within the town roadway right of way regardless of whether the road surface is physically cut into.** At the time of submittal, all road opening permits shall include a site location drawing clearly indicating the edge of roadway pavement and the bounds of the utility cut/impacted area. At the time of the work the Applicant shall have this permit, approved by the DPW, in his/her possession. Conditions of this Permit are spelled out on the attached sheets. A "Typical Trench Detail" is provided upon request.

The Applicant and/or their representative is required upon disruption to any utilities encountered to notify the following departments immediately:

Longmeadow DPW

Longmeadow Police Dept.

The Applicant must also notify the owner of the utility. The following is a list of the various utility owners and their phone numbers:

Conditions and Permit Requirements

- No backfilling of the trench is permitted before an inspection is made by the DPW Director or his/her agent. Inspection times of 8:00 AM and 2:00 PM have been established.
- Traffic shall be maintained at all times. The holder of this permit shall contact the Police Chief before any construction work begins to determine if police will be required. The Grantee will be responsible for all police expenses.
- The Grantee shall provide adequate signs, barriers and lights to warn pedestrians and motorists of construction. The type and number shall meet current standards as approved by the Massachusetts Highway Department. The contractor shall hold the Town harmless for any deficiencies.
- The new overlay shall be placed immediately after the edges of the cut have been prepared with hot rubberized asphalt, not liquid track coat. If this material cannot be provided within reason, the DPW Director/agent will determine what material can be used in its place with this permit.
- If the DPW Director deems it necessary, an inspector shall be assigned, to the work area and the cost of the inspector shall be charged to the Grantee. The holder of this permit is obligated to pay all expenses in conjunction with this permit.
- When necessary as in the opinion of the DPW, the Grantee shall notify residents in the area of the excavation, by certified letter, 48 hours prior to commencing work.
- The requested road excavation permit shall not be later than November 15 or no sooner than April 1 except by special permission of the DPW Director or alternately Town Engineer, of the Department.

Road Cut Requirements on Longmeadow Street (RT. 5)

- Maintain Traffic flow at all time. One lane closure is permitted at a time.
- Trench Backfill and pavement restoration:
 1. All Trenches shall be backfilled with excavatable flowable fill up to Concrete base layer.
 2. Existing road base (8" thick concrete) shall be sawcut, drilled and doweled with #4 rebar (at 18-24" off center) prior to placement of concrete slab. Concrete mix shall be of at least 4000psi strength.
 3. Three inches of bituminous concrete pavement (modified top) shall be placed in two lifts over the newly cured concrete base. Concrete base shall meet minimum 4000 psi strength prior to placement of HMA overlayment.
 4. Pavement markings shall be replaced as needed to meet prior striping.

Road Cut Requirements on Newly Paved Roads

- No trench cut shall be permitted in reconstructed roads or roads that have been overlaid for a period of 5 years from the date of completion.
- At the discretion of the Superintendent of Public Works, a roadway surface may be disturbed within the 5 year moratorium, as an exception, only under the strict adherence of the following conditions:
 1. All Trenches shall be backfilled with excavatable flowable fill.
 2. The full width of the roadway shall be cold paned to a depth of 2 inches for a total distance of 20 feet minimum from the outside edge of the trench in each direction longitudinal to the

- Roadway.
3. Two inches of bituminous concrete pavement (modified top) shall be installed in the cold Planed area.
 4. Pavement markings shall be replaced as needed to meet prior striping.

Summary of 1926 CFR Subpart P -OSHA Excavation Standard

This is a worker protection standard, and is designed to protect employees who are working inside a trench. This summary was prepared by the Massachusetts Division of Occupational Safety and not OSHA for informational purposes only and does not constitute an official interpretation by OSHA of their regulations, and may not include all aspects of the standard.

For further information or a full copy of the standard go to www.osha.gov.

- **Trench Definition per the OSHA standard:**
 - An excavation made below the surface of the ground, narrow in relation to its length.
 - In general, the depth is greater than the width, but the width of the trench is not greater than fifteen feet.
- **Protective Systems** to prevent soil wall collapse are always required in trenches deeper than 5', and are also required in trenches less than 5' deep when the competent person determines that a hazard exists. Protection options include:
 - Shoring. Shoring must be used in accordance with the OSHA Excavation standard appendices, the equipment manufacturer's tabulated data, or designed by a registered professional engineer.
 - Shielding (Trench Boxes). Trench boxes must be used in accordance with the equipment manufacturer's tabulated data, or a registered professional engineer.
 - Sloping or Benching. In Type C soils (what is most typically encountered) the excavation must extend horizontally 1 ½ feet for every foot of trench depth on both sides, 1 foot for Type B soils, and ¾ foot for Type A soils.
 - A registered professional engineer must design protective systems for all excavations greater than 20' in depth.
- **Ladders** must be used in trenches deeper than 4'.
 - Ladders must be inside the trench with workers at all times, and located within 25' of unobstructed lateral travel for every worker in the trench.
 - Ladders must extend 3' above the top of the trench so workers can safely get onto and off of the ladder.
- **Inspections** of every trench worksite are required:
 - Prior to the start of each shift, and again when there is a change in conditions such as a rainstorm.
 - Inspections must be conducted by the competent person (see below).
- **Competent Person(s) is:**
 - Capable (i.e., trained and knowledgeable) in identifying existing and predictable hazards in the trench, and other working conditions which may pose a hazard to workers, and
 - Authorized by management to take necessary corrective action to eliminate the hazards. Employees must be removed from hazardous areas until the hazard has been corrected.
- **Underground Utilities** must be:
 - Identified prior to opening the excavation (e.g., contact Digsafe).
 - Located by safe and acceptable means while excavating.
 - Protected, supported, or removed once exposed.
- **Spoils** must be kept back a minimum of 2' from the edge of the trench.
- **Surface Encumbrances** creating a hazard must be removed or supported to safeguard employees. Keep heavy equipment and heavy material as far back from the edge of the trench as possible.
- **Stability of Adjacent Structures:**
 - Where the stability of adjacent structures is endangered by creation of the trench, they must be underpinned, braced, or otherwise supported.
 - Sidewalks, pavements, etc. shall not be undermined unless a support system or other method of protection is provided.
- **Protection from water accumulation hazards:**
 - It is not allowable for employees to work in trenches with accumulated water. If water control such as pumping is used to prevent water accumulation, this must be monitored by the competent person.

- If the trench interrupts natural drainage of surface water, ditches, dikes or other means must be used to prevent this water from entering the excavation.
- **Additional Requirements:**
 - For mobile equipment operated near the edge of the trench, a warning system such as barricades or stop logs must be used.
 - Employees are not permitted to work underneath loads. Operators may not remain in vehicles being loaded unless vehicles are equipped with adequate protection as per 1926.601(b)(6).
 - Employees must wear high-visibility clothing in traffic work zones.
 - Air monitoring must be conducted in trenches deeper than 4' if the potential for a hazardous atmosphere exists. If a hazardous atmosphere is found to exist (e.g., O₂ <19.5% or >23.5%, 20% LEL, specific chemical hazard), adequate protections shall be taken such as ventilation of the space.
 - Walkways are required where employees must cross over the trench. Walkways with guardrails must be provided for crossing over trenches > 6' deep.
 - Employees must be protected from loose rock or soil through protections such as scaling or protective barricades.

Permits Requesting (Check all that apply)

X		PERMIT	COST
X	Street Occupancy	(\$165.00)	Fee Waived Town Project
X	Inspection Fee	(\$80.00)	Fee Waived Town Project
X	Trench Safety	(\$40.00)	Fee Waived Town Project