

IFB # 27-17

SOLICITATION FOR: East Somerville Community School Façade Stabilization



CITY OF SOMERVILLE, MASSACHUSETTS
Jake Wilson, Mayor

Procurement and Contracting Services Department
Angela M. Allen, Chief Procurement Officer

RELEASE DATE: 9/23/2026

QUESTIONS DUE: 10/1/2026 by 4PM EST

FILED SUB-BIDS DUE DATE AND TIME: 10/8/2026 by 3:00 PM EST

GENERAL BIDS DUE DATE AND TIME: 10/15/2026 by 3:00 PM EST

PRE-BID SITE VISIT MEETING DATE AND TIME: 9/30/2026 at 11:00 AM EST

PRE-BID SITE VISIT ADDRESS: 50 Cross Street in Somerville, MA 02145

DELIVER TO:
City of Somerville
Procurement & Contracting Services

Attn: Thupten Chukhatsang
Senior Procurement Manager
tchukhatsang@somervillema.gov

93 Highland Avenue
Somerville, MA 02143

IFB # 27-17
East Somerville Community School Façade Stabilization

Key Project Information

Project Address	50 Cross Street in Somerville, MA 02145
Estimated Construction Cost	\$200,000.00
Anticipated Contract Award	10/19/2026
Date of Substantial Completion	12/31/2026
Date of Final Completion	1/29/2027
Est. Contract Commencement Date	11/2/2026
Est. Contract Completion Date	1/29/2027
Governing Bid Law	MGL C. 149 (Vertical Construction)
Wage Requirements	State Prevailing Wages
Payment Bond Requirements	100% of Contract Value
Performance Bond Requirements	100% of Contract Value
Liquidated Damages (\$ per Day)	\$500

Managing Department Information

Managing City Department	IAM Capital Projects
Project Manager	Deborah Mitrano
Project Manager Email	dmitrano@somervillema.gov

Designer Information

Designer Name	Simpson Gumpertz & Heger Inc.
Designer Address	480 Totten Pond Road Waltham, MA 02451
Designer Specialty	Engineering
Designer Contact	Sal A. Capobianco
Designer Contact Email	sacapobianco@sgh.com

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	Certificate of Non-Collusion & Tax Compliance
	Certificate of Signature Authority
	Reference Form (or equivalent may be attached)
	5% Bid Deposit
	Prevailing / Davis Bacon Wages, Statement of Compliance Form
	DCAMM Certification and Update Statement (General Bidders: General Building Construction) and (Filed Sub-Bidders: Waterproofing, Damp-proofing, and Caulking)
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PART 1: INVITATION FOR BID DOCUMENTS

IFB # 27-17

East Somerville Community School Façade Stabilization

1.1 General Instructions

This solicitation will be publicly available on the Procurement & Contracting Services (PCS) Department webpage <https://www.somervillema.gov/procurement> on and after 9/23/2026 . Interested parties can also contact the PCS department during the below-noted City Hall hours of operation.

City Hall Hours of Operation:	
Monday – Wednesday	8:30 a.m. to 4:30 p.m.
Thursday	8:30 a.m. to 7:30 p.m.
Friday	8:30 a.m. to 12:30 p.m.

All Responses Must be Sealed and Delivered To:
Procurement & Contracting Services Department City of Somerville 93 Highland Avenue Somerville, MA 02143
<i>It is the sole responsibility of the Offeror to ensure that the bid arrives on time at the designated place. Late bids will not be considered and will be rejected and returned.</i>
Bid Format:
Submit one, original (1) sealed bid package; it must be marked with the solicitation title and number. Online submission procedures are described below in Section 1.3.
BIDS SUBMITTED MUST BE AN ORIGINAL. The completion of the following forms is necessary for consideration of a potential contract award. submitting bid documents, please retain the order of documents as provided below: 1) Form for General Bid 2) Filed Sub-Bid Form for Joint Sealants and Alternate 3) Unit Price Form (if applicable) 4) Somerville Living Wage Form 5) Quality Requirements Form 6) Certificate of Non-Collusion & Tax Compliance 7) Certificate of Signature Authority 8) Reference Form 9) 5% Bid Deposit 10) Prevailing Wages Statement of Compliance Form 11) OSHA Form 12) Responsible Employer Ordinance (if applicable) 13) Somerville Vulnerable Road Users Ordinance Form 14) Somerville Wage Theft Ordinance 15) DCAMM Certification and Update Statement (Required for 149 and 149A General Bidders if more than \$150K and Filed Sub-Bidders if more than \$25K)
If all required documents are not present, the bid may be deemed non-responsive and may result

in disqualification of the bid unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.
A complete bid must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.
The Offeror's authorized official(s) must sign all required bid forms.
The Price Form in Section 3.0 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
All information in the Offeror's response should be clear and concise. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
The successful Offeror must be an Equal Opportunity Employer.
The City of Somerville values a diverse workforce and believes it contributes to a work product and customer experience that best reflects the community in our city. Applicants are highly encouraged to include any certifications and documents that recognize the diversity of the Offeror's work force, including ownership of the offering firm/organization, executive leadership, management, and employees proposed for the work in Somerville, including diversity of sub-consultants. Please use the supplier diversity form (see Section 4.0) with supporting documentation to share your diversity data with the City.

1.2 Bid Schedule

Key dates for this Invitation for Bids:	
IFB Issued	9/23/2026
Deadline for Submitting Questions to IFB	10/1/2026 by 4PM EST
Filed Sub-Bids Due	10/8/2026 by 3:00 PM EST
General Bids Due	10/15/2026 by 3:00 PM EST
Anticipated Contract Award	10/19/2026
Est. Contract Commencement Date	11/2/2026
Est. Contract Completion Date	1/29/2027

Responses must be delivered by 10/15/2026 by 3:00 PM EST to:	City of Somerville Procurement & Contracting Services Department Attn: Thupten Chukhatsang 93 Highland Avenue Somerville, MA 02143
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1.3 Submission Instructions

If you submitting your bid online via Bidexpress.com , then you do not need to also submit a sealed bid package as instructed below. Email is not an acceptable method of submission of bids.

Please submit ***one sealed bid package*** with the following contents and marked in the following manner:

Contents of Sealed Bid Package	Marked As
Envelope 1: Sealed Bid: Shall Include (1) original and one (1) electronic copy. [Electronic copies are to be submitted on USB drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	To Be Marked: IFB # 27-17 East Somerville Community School Façade Stabilization
Please send the complete sealed package to the attention of :	Thupten Chukhatsang Senior Procurement Manager Procurement & Contracting Services Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143
FILED SUB-BIDS, Bid Opening Link Join Zoom Meeting https://us02web.zoom.us/j/87942679083?pwd=KNhybLtLvGrqNwnX4GVfMvKL2OD5AL.1 Meeting ID: 879 4267 9083 Passcode: 627276	
GENERAL BIDS, Bid Opening Link Join Zoom Meeting https://us02web.zoom.us/j/81038587809?pwd=MjsmJ93cs0gIFGRrxmwSGLauBafrZX.1 Meeting ID: 810 3858 7809 Passcode: 698704	

Methods of Bid Submission

Bidders may submit bids in any of the following ways. All bids will be timestamped and must be received no later than due date and time.

- 1) Sealed bids can be sent to City Hall through the US Postal Service or other delivery service (e.g. FedEx, UPS).
- 2) BidExpress.com is an online bidding platform where bidders can submit all required documents. The fee to use this service is approximately \$50.00 unless your company has a subscription with BidExpress. You can access the bid package and forms via the City of Somerville BidExpress page at: <https://www.bidexpress.com/businesses/33100/home> A user guide is attached for your reference.
- 3) For any technical assistance while submitting the online bid, please contact the BidExpress Customer support team at www.bidexpress.com. Bidders may submit bids in any of the following ways. All bids will be timestamped and must be received no later than due date and time.

Bid Format

Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered (and with consecutive page numbering across tabs). **In an effort to reduce waste, we discourage the use of 3-ring binders.**

Elaborate format and binding are neither necessary nor desirable.

Qualifications & Experience

The Offeror may include any additional literature and product brochures. The Quality Requirements Form (Section 2), or set of basic business standards, must be submitted with bid.

References

The Offeror shall list at least three relevant references, which the City may contact. The City of Somerville reserves the right to use ourselves as a reference. References shall include the following information:

●The name, address, telephone number, and email address of each client listed above.	
●A description of the work performed under each contract.	●The amount of the contract.
●A description of the nature of the relationship between Offeror and the customer.	
●The dates of performance.	●The volume of the work performed.

1.4 Questions

Questions are due: 10/1/2026 by 4PM EST

Questions concerning this solicitation must be delivered in writing to:

Thupten Chukhatsang
Senior Procurement Manager
Somerville City Hall
Procurement & Contracting Services Department
93 Highland Avenue
Somerville, MA 02143

Or emailed to:

tchukhatsang@somervillema.gov

Or faxed to:

617-625-1344

Answers will be sent via an addendum to all Offerors who have registered as bid holders. Bidders are encouraged to contact the Procurement & Contracting Services Department to register as a bid document holder to automatically be alerted as to addenda as they are issued. It is the responsibility of the Offeror to also monitor the bid portal on the City's website for any updates, addenda, etc. regarding that specific solicitation. The web address is:

<https://www.somervillema.gov/procurement>.

Any bidders that contact City personnel outside of the Procurement & Contracting Services Department regarding this bid may be disqualified.

1.5 General Terms

Estimated Quantities

The City of Somerville has provided estimated quantities, which will be ordered/purchased over the course of the contract period. These estimates are estimates only and not guaranteed.

Bid Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation (& with corporate seal).

Time for Bid Acceptance and City Contract Requirements

The contract will be awarded within 90 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder. The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed, or this solicitation is canceled, whichever occurs first. The Offeror will be required to sign a standard City contract per the City's general terms included herein as Part 2.

Holidays are as follows:

New Year's Day	Martin Luther King Day	Presidents' Day	Patriots' Day
Memorial Day	Juneteenth Independence Day	Independence Day	Labor Day
Indigenous Peoples' Day	Veterans' Day	Thanksgiving Day	Thanksgiving Friday
Christmas Eve (half day)	Christmas Day		

Please visit <http://www.somervillema.gov/> for the City's most recent calendar. *Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Offeror for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Offeror is required to perform work at such times, the Offeror shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc. UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

Unforeseen Office Closure

If, at the time of the scheduled bid opening, the Procurement & Contracting Services Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid due date will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time. In the event of inclement weather, the Offeror is responsible for listening to the media to determine if the City has been closed due to weather.

Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. All proposers on record as having picked up the solicitation will be alerted via email as to the posting of all addenda. The City will also post addenda on its website (<https://www.somervillema.gov/procurement>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Procurement & Contracting Services Department.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Somerville prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. __" to the address listed in Section 1. Each modification must be numbered in sequence and must reference the original solicitation. After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the proposer will be notified in writing; the proposer may not withdraw the bid. A proposer may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Right to Cancel/Reject Bids

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

Unbalanced Bids

The City reserves the right to reject unbalanced, front-loaded, and conditional bids.

Brand Name "or Equal"

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

Electronic Funds Transfer (EFT)

For EFT payment, the following shall be included with invoices to the point of contact:

- Contract/Order number; Contractor's name & address as stated in the contract;
- The signature (manual or electronic, as appropriate) title, and telephone number of the Offeror's representative authorized to provide sensitive information;
- Name of financial institution; Financial institution nine (9) digit routing transit number;
- Offeror's account number; Type of account, i.e., checking or saving.

Project Schedule

Bidders are instructed to note the firmness of the dates of: Substantial Completion, and Final Completion. For the purpose of meeting these deadlines, the City may be prepared to authorize extended work hours beyond those prescribed by City ordinance, to include work on Sundays with the prior permission of the City.

Contractor submission of all paperwork required for the Construction Contract, including but not limited to insurance certificates, performance and payment bonds, a certificate of good standing from the Secretary of Corporations, and signature pages shall be submitted to the Chief Procurement Officer no later than 5 working days from award of the contract.

The successful bidder shall be required to submit a preliminary construction schedule within 10 days of the established date of award of the Contract and a more detailed Gantt-type construction schedule within 15 days of the established award of the contract, which shows the dates of substantial and final completion.

Sales Tax Exemption

Materials, equipment, and supplies for this project are exempt from sales tax in accordance with M.G.L. Chapter 64H, Section 6 (d). The city will furnish the successful bidder with its sales tax exemption number.

Permit Fees (Contractor responsible obtaining permits/City of Somerville permit fees waived)

DPW permits to obstruct or excavate the public streets and/or sidewalks; ISD building code permits; and Traffic and Parking

permits; are waived by the City of Somerville. However, license fees are not waived by the City of Somerville. The Contractor shall pay all license fees (e.g., drain layer's license fee). The City of Somerville Traffic and Parking Department must be contacted directly for all required permits. The vendor must also provide the City of Somerville Traffic and Parking Department with a traffic management plan, prior to the start of all work.

If water usage is required in the commitment of this project, the Contractor needs to contact the DPW Water Dept., and make arrangements for a water meter. There will be a charge for the water meter and the water usage.

The Contractor is responsible for obtaining EVERSOURCE work orders and for all costs and fees associated with EVERSOURCE.

Permits to excavate the public way cannot be issued until the applicant has notified the appropriate utility companies, as required by Massachusetts General Laws, Chapter 370 of the Acts of 1963. The applicant must either: 1) obtain written receipts from the affected utilities, and provide copies of same to the owner; or 2) utilize the Dig-Safe System for the required notifications, and also submit written notifications for those utilities not participating in the Dig-Safe System. Written notifications must state that utility companies have been notified and the contractor cleared to begin work.

<i>The following utility companies must be notified in writing:</i>		
M.B.T.A. Engineering and Maintenance Division 617-722-5454 Attn: Chief Engineer 500 Arborway Jamaica Plain, MA 02130	M.W.R.A. Sewer Division 617-242-6000 100 First Avenue Charlestown Navy Yard Boston, MA 02129	M.W.R.A. Water Division 617-242-6000 100 First Avenue Charlestown Navy Yard Boston, MA 02129
<i>The following utility companies must be notified in writing or through Dig-Safe:</i>		
Algonquin Gas Transmission Corp. 617-254-4050 Manager of Land and Public Relations 1284 Soldiers Field Road Brighton, MA 02135	Verizon 781-290-5154 460 Totten Pond Road Waltham, MA 02154	Boston Edison 617-541-5730 Right of Way 1165 Massachusetts Avenue Dorchester, MA 02125
Boston Gas Company 617-323-9210 201 Rivermoor Street West Roxbury, MA 02132	EVERSOURCE 617-497-1236, x4195 46 Blackstone Street Somerville, MA 02139	EVERSOURCE Steam 617-225-4568 Attn: Supervisor of Maintenance 265 First Street Somerville, MA 02142
EVERSOURCE Gas 617-369-5591 303 Third Street Somerville, MA 02142	A T & T Broadband 981-658-0400 760 Main Street Malden, MA 01887	Somerville Public Works Dept. 617-625-6600, x5200 One Franey Road Somerville, MA 02145
Somerville Fire Department 617-625-6600, x8100 266 Broadway Somerville, MA 02143	Dig-Safe 1-800-322-4844	

The contractor shall have all utilities marked out along the course of this work by such means as the Engineer shall approve and shall preserve such marked locations until the work has progressed to the point where the encountered utility is fully exposed and protected as required. It shall be the contractor's responsibility to notify utilities at least 48 hours prior to the start of any excavation.

The contractor is responsible for contacting any other utilities that are not listed herein.

Rodent Control

The Contractor shall retain the services of a licensed rodent exterminator to conduct an inspection of the work and laydown areas and report on the presence of rodents and take any necessary measures to eliminate rodent populations prior to start of work. All rodent control to be in place and approved prior to any equipment delivery or demolition.

A. Within ten (10) days after Notice to Proceed, submit to the Landscape Architect or Owners Representative a written description of rodent control measures to be used and the areas to be included.

B. Provide the names and background of the licensed rodent exterminator retained to provide any necessary rodent eradication measures prior to the start of work. The licensed rodent exterminator must be approved by the City Director of Inspectional Services.

C. Containers: Use metal or heavy-duty plastic refuse containers with tight fitting lids for disposal of all garbage, or trash associated with food. These containers shall not have opening that allow access by rodents.

Schedule of Values

Bidders do NOT need to include a Schedule of Values with their bid package. The successful bidder will be required to submit a refined and detailed schedule of values for review and approval by the design professional prior to signing the construction contract.

5% Bid Guaranty

All bids shall be accompanied by a bid bond or bank certified check or bank treasurer's check in the amount of 5% of the bid price, which shall become the property of the City of Somerville if the bid is accepted and the bidder neglects or refuses to comply with the terms of the bid.

Prevailing Wage Rate Requirements

The contractor shall pay Mass. Prevailing Wage Rates. The applicable prevailing wage rates are attached as part of this bid package and will be included in the resulting contract. Notwithstanding anything to the contrary, the City may, in its sole discretion withhold payment unless the City has in its possession payroll records that are complete, accurate, and current as of the date of said application for payment. A signed Compliance Form must be included with the bid package (form included).

a) The Contractor shall:

- Pay wages at least once a week;
- Submit payroll information on a weekly basis in a format approved by the City, numbered in numerical sequence and signed by the Contractor (including forms for weeks when the Contractor is not on the Project Site, in which case there shall be a notation to the effect "no work this payroll period" and a date anticipated for resuming work).

b) The Contractor shall submit to the City within the first week of construction:

- A list of apprenticeship programs with which the Contractor is affiliated;
- The number of apprentices that will be employed by the Contractor on the Project;
- A list of the Contractor's employee fringe benefits;
- A copy of each project schedule, including the anticipated commencement date for each Subcontractor; and
- A list of each Subcontractor's suppliers and material men.

c) The Contractor shall include language similar to the above in all subcontracts.

DCAMM Certification

General bidders must provide documentation certifying that they are DCAMM certified in General Building Construction.

Filed sub bidders must provide documentation certifying that they are DCAMM certified in Waterproofing, Damp-proofing, and Caulking.

Reservation of Rights

The City reserves the right to extend the deadline for submission of bids, to waive minor informalities, and to reject any and all bids, if in its sole judgment, the best interests of the City of Somerville would be served by doing so.

Maintenance Manual and As-Built Drawing Requirements

Upon Final Completion of all construction, the contractor shall submit: two complete copies of a maintenance manual, and two copies of an as-built drawing set, with two USB copies of the as-built drawings. The City will not issue the final check for retainage until the submittal and approval of the maintenance manual and as-built drawings.

- 1) The Maintenance Manual shall be in the form of a three ring binder, organized and tabbed into appropriate sections, and shall include the following items:
 - A complete maintenance plan with recommended maintenance schedules and procedures for all systems including: HVAC, security (card access/cameras), fire suppression, irrigation, fertilization, and water systems shut-down procedures, etc., and all other applicable systems and procedures;
 - A letter from the contractor stating the period of warranty for all parts, materials, and workmanship, from the date of Final Completion;
 - A letter from the contractor stating the period of warranty for all systems (HVAC, irrigation, fire suppression, etc.);
 - All product information, product directions, and warranties;
 - List of all materials and sizes, etc.;
 - Copies of City permits with signatures of inspectors;
 - Contact information for all subcontractors including email addresses; and,
 - A record of all submittals and dates of approvals.
- 2) As-Built drawings shall be a complete and accurate record that incorporates any and all changes to the construction plan set issued at the time of contract initiation. As-built drawings shall be clearly marked and annotated and shall include but not be limited to: all field changes, change orders, and supplemental drawing provided by the architect/designer.
- 3) The USB hard drive shall include an electronic copy of all as-built drawings.

Police Details

Unless otherwise noted in the specifications, the Contractor will be responsible for requesting and paying for all necessary police details. These costs should be incorporated into the base bid amount. If use of the public way is required for staging, parking or deliveries, the Contractor is responsible for obtaining a Street Occupancy Permit, including a Traffic Management Plan (TMP) and for the cost of all police details.

Period of Performance

The period of performance for this contract begins on or about 11/2/2026 and ends on or about 1/29/2027. If applicable, optional renewal years may be exercised by the sole discretion of the City (see cover page for anticipated contract term).

Place of Performance

All services, delivery, and other required support shall be conducted in Somerville and other locations designated by the Department point of contact. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts, unless otherwise specified.

Vendor Conduct

The Vendor's employees shall comply with all City regulations, policies, and procedures. The Vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may, at his/her sole discretion, direct the Vendor to remove any Vendor employee from City facilities for misconduct or safety reasons. Such rule does not relieve the Vendor of their responsibility to provide sufficient and timely service. The City will provide the Vendor with immediate written notice for the removal of the employee. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <https://www.mass.gov/info-details/gl-c-268a-the-conflict-of-interest-law-as-amended-by-c-248-acts-of-2024>. Vendors may be required to take the Conflict of Interest exam.

Vendor Personnel

The Vendor shall clearly state the name of the proposed project manager. All proposed staff must demonstrate the ability to carry out the specified requirements.

Confidentiality

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the City. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or resulting from the performance of this scope of work. All documents, photocopies, computer data, and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the City upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the City or as otherwise agreed by City and the Vendor). The Vendor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the City. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the City. Requests to make such disclosures should be addressed in writing to the Vendor's point of contact.

OSHA

Pursuant to M.G.L. c. 30, sec. 395 (a)(2) all employees to be employed on the project must have successfully completed a course in construction safety and health approved by OSHA and of at least 10 hours in duration. The vendor shall comply with all applicable OSHA standards, guidance, and rules and regulations relative to providing a safe working environment, in connection with the performance of its agents, servants, employees, contractors, and subcontractors under the terms of this contract.

Other Applicable Laws

In addition to applicable federal and state laws, the City has several ordinances that apply to the services requested in this contract. Such ordinances include but are not limited to: [living wage ordinance](#), [ordinance to protect vulnerable road users](#), [responsible employer ordinance](#), and [ordinance to protect against wage theft](#). Workplace safety is of paramount importance to all workers who perform services on City contracts and all bidders must certify that they will disclose any citations they may have received for OSHA violations.

Notice and Certification Pursuant to Somerville Wage Theft Ordinance

All Offerors, bidders, respondents have an affirmative duty to report to the Procurement & Contracting Services Department and provide a copy of any criminal or civil judgment, administrative citation, or final administrative determination, order, or debarment, relating to wage theft, against the bidder or any of its subcontractors entered within the five years prior to bid submission.

If you are the successful bidder, you and any of your subcontractors have an affirmative duty to report any criminal or civil judgment, administrative citation, final administrative determination, order, or debarment against the bidder or any its subcontractors while your contract with the City is in effect, within five business days of receipt.

You may not contract with the City if you have been either voluntarily or involuntarily debarred by the federal government, any agency of the Commonwealth of Massachusetts or any other state for the entire term of the debarment.

You may not use any subcontractor who has been debarred by the federal government or any state government during the period of that subcontractor's debarment.

You must post notices in accordance with M.G.L. c. 151 § 16 in a conspicuous location accessible to all of their employees in English and the primary language of the employee(s) at the particular workplace.

If not all employees would have reasonable access to the notice if posted in a single location, then you must inform the purchasing agent or other City Department of the number and location of postings in order to ensure that you provide reasonable notice to all of your employees.

As a condition of this bid, the bidder (a.k.a. Offeror, respondent) hereby certifies that neither the bidder nor any of the bidder's subcontractors have been subject to a criminal or civil judgment, administrative citation, final administrative determination, order, or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, or 29 U.S.C. § 201 et seq. within five years prior to bid submission.

In the alternative, the Bidder hereby discloses a criminal or civil judgment, administrative citation, administrative determination, or debarment, within five years prior to bid submission. Included with the Bid is a copy of the same, in addition to documentation demonstrating that all damages, fines, costs, and fees have been paid.

IFB # 27-17
SECTION 2.0
RULE FOR AWARD /
PROJECT INFORMATION

2.1 Rule For Award

The contract shall be awarded to the responsible and eligible Bidder submitting the lowest total price. The contract will be awarded within ninety (90) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder.

2.2 Background

Project Information	
Managing City Department:	IAM Capital Projects
Project Manager:	Deborah Mitrano
Project Manager Email:	dmitrano@somervillema.gov
Designer:	Simpson Gumpertz & Heger Inc.
Designer Contact:	Sal A. Capobianco
Project Address:	50 Cross Street in Somerville, MA 02145
Brief Project Description:	ESCS Facade Stabilization Project - Scope of work involves the temporary application of caulking material to connect and stabilize the existing masonry tiles to help prevent cracking and displacement of the masonry units on the building façade per the bid documents and specifications.
Estimated Project Cost:	\$200,000.00
Liquidated Damages	\$500 per day
Project Schedule	
Estimated Award Date:	10/19/2026
Estimated Start Date:	11/2/2026
*Date of Substantial Completion:	12/31/2026
Date of Final Completion:	1/29/2027

2.3 Minimum Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, and submit it with your completed bid.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No" response to items 1, 2, 3 or 4, or a failure to respond to any of the following minimum standards, will result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	Proposer has 3 or more public or commercial projects of similar size, scope and historical nature including but not limited to municipal or school buildings, public safety facilities and zero-lot line projects		
2.	Are the General Contractor and Filed Sub-Bidders DCAMM certified in the category of General Building Construction and Waterproofing, Damp-proofing and Caulking, respectively?		
3.	Awarded General Contractor and Filed sub-bidder working on site will require CORI checks for all staff.		
4.	Can the Vendor certify that all employees to be provided, have successfully completed at least 10 hours of OSHA approved training in Construction Safety and Health?		
5.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional minority designations may be submitted by attaching supporting documentation.		

In order to provide verification of affirmative responses to items 1, 2, 3 and 4 under the quality requirements listed in the Quality Requirements Form, Offeror must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

IFB # 27-17
SECTION 3.0
FORM FOR GENERAL BID

The undersigned proposes to furnish all labor and materials required for: East Somerville Community School
Façade Stabilization

In accordance with the accompanying plans and specifications prepared by Simpson Gumpertz & Heger Inc. (480
Totten Pond Road
Waltham, MA 02451) and specified below, subject to additions and deductions according to the terms of the
specifications.

The bidder certifies the following bulleted statements and offers to supply and deliver the materials and services
specified below in full accordance with the Contract Documents supplied by the City of Somerville

- The bids will be received at the office of the Chief Procurement Officer, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **10/15/2026 by 3:00 PM EST**
- If the **awarded** vendor is a Corporation a "Certificate of Good Standing" (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 4.0.)
- **Awarded Vendor** must comply with Living Wage requirements (see Section 4.0; only for services)
- **Awarded Vendor** must comply with all applicable laws, including but not limited to the [Somerville Wage Theft Ordinance](#).
- **Awarded Vendor** must comply with insurance requirements as stated in Section 4.0.
- The Chief Procurement Officer reserves the right to accept or reject any or all bids and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed bid package.

The proposed contract price is:			
Base bid (including sub-trade work) Total in figures:			
	\$ _____		
Base bid (including sub-trade work) Total in words:			
Filed Sub-Trade	Name of Sub-Bidder	Filed Sub-Bid Amount	Bonds required, indicated by 'yes' or 'no'
Joint Sealants (Waterproofing, Damp-proofing, and Caulking)			
Joint Sealants (Waterproofing, Damp-proofing, and Caulking) Alternate#1: <i>Reduction in cost to omit primer from the sealant installation.</i>			

(If applicable) The contract price does not include the items listed on the attached “Bid Form for Alternates;” the bidder understands that the project construction cost estimate provided by the City is inclusive of all the work described in this form.

The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond (as indicated in the "Key Project Information" section on the 2nd page of this bid), each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than one surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Undersigned Bidder certifies under the penalties of perjury that:

- (1) Pursuant to M.G.L. c. 62C, §49A, to the best of the signatories knowledge and belief, that the Undersigned Bidder is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b); and,
- (2) the Federal Employer Identification Number (EIN) of the Bidder is: --

The Undersigned Bidder certifies under penalties of perjury that the Bidder is not presently debarred from doing federal or state public construction work, that the Bidder has not had its low bid rejected by any municipality in the previous two years, except:

in which case the reasons for rejection were as follows:

The Undersigned Bidder certifies under penalties of perjury that the Bidder will comply with all applicable laws, including City of Somerville ordinances that include but are not limited to: [living wage ordinance](#), [ordinance to protect vulnerable road users](#), [responsible employer ordinance](#), and [ordinance to protect against wage theft](#).

As a condition of this bid, the bidder hereby certifies that neither the bidder nor any of the bidder's subcontractors have been subject to a criminal or civil judgment, administrative citation, final administrative determination, order, or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, or 29 U.S.C. § 201 et seq. within five years prior to bid submission.

In the alternative, the Bidder hereby discloses a criminal or civil judgment, administrative citation, administrative determination, or debarment, within five years prior to bid submission. Included with the Bid is a copy of the same, in addition to documentation demonstrating that all damages, fines, costs, and fees have been paid.

The Undersigned Bidder has submitted all requested referenced information on the Reference Form.

The Undersigned Bidder understands that the contractor and subcontractors will be required to pay prevailing wages to laborers and mechanics, and that if the Undersigned's bid is significantly below the average bid, the Awarding Authority may require the Bidder to substantiate that the bid is based on payment of wages at prevailing rates.

The Undersigned Bidder certifies that it can achieve substantial and final completion by the dates notes in Section 2.2, herein, unless otherwise noted in the Notice to Proceed as delivered to the awarded vendor.

Should certain additional work be required, or should the quantities of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the City, unit prices listed on the attached "Unit Price Form" shall at the option of the City be the basis of payment to the Contractor or credit to the City, for such increase or decrease in the work. The unit prices shall represent the exact net amount per unit to be paid the Contractor (in the case of addition or increase) or to be refunded the City (in the case of decrease). Contractually noted adjustments will be allowed for overhead, profit, insurance or other direct or indirect expenses of the Contractor or Subcontractors.

The unit prices shall include cost of fuel, all labor, materials, equipment, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the provisions of the General Conditions governing changes in the work.

Executed this _____ day of _____, 20____.

Name of Company/Individual:

Address, City, State, Zip:

Tel #

Email:

Name and Title of Person Signing

**Signature of Authorized
Individual**

Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your bid package. Failure to do so may subject the proposer to disqualification.

ACKNOWLEDGEMENT OF ADDENDA:

Addendum #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____ #7 _____ #8 _____ #9 _____ #10 _____

FORM FOR FILED SUB-BID
Division 7 – Joint Sealants
CITY OF SOMERVILLE
IFB 27-17
PHASE 1: TEMPORARY PANEL STABILIZATION
EAST SOMERVILLE COMMUNITY SCHOOL
SOMERVILLE, MASSACHUSETTS

FORM FOR FILED SUB-BID – DUE: 8 October 2026 – 3:00 PM ET

- A. Pursuant to and in compliance with your Invitation to Bid relating thereto, the undersigned, _____ having visited the site, familiarized himself with the conditions present, and carefully examined the Contract Documents, together with all Addenda issued and received prior to closing time for receipt of Bids as prepared by the Architect,

Simpson Gumpertz & Heger Inc.
480 Totten Pond Road
Waltham, MA 02451

hereby offers and agrees to provide all labor and materials required for construction of

DIVISION 7 – Joint Sealants

Section 079200

Phase 1: Temporary Panel Stabilization

East Somerville Community School

Somerville, MA

to the satisfaction of the Owner and the Architect and in accordance with the accompanying Contract Documents with all addenda, for the Contract Price specified below, subject to additions and deductions according to the terms of the Contract Documents.

- B. This Bid includes Addenda numbered _____.
- C. The proposed Contract Price is:

Sub-Trade Division / Name of Trade	Name of Sub-Bidder	Base Bid Amount (Total from items below)
		\$

Alternate Amount (deducted from Base Bid)
\$

The proposed Contract Prices for each item are as follows (see Basis of Payment for additional information and requirements for each item):

Description	Specification or Drawing	Quantity	Unit Price	Bid Price
Division 1				
1. Project Mobilization	Divisions 0 and 1	1 ls	—	\$ _____
2. Project General Requirements and All Work Indicated on the Contract Drawings and Specifications with the Exception of the Unit Price Items Listed Below	Divisions 0 and 1	1 ls	—	\$ _____
Division 7				
3. North Elevation, including Loading Dock: Install joint sealant at four sides of each typical panel at elevations noted on the Drawings.	079200	8,000 lf	\$ _____	\$ _____
4. East Elevation: Install joint sealant at four sides of each typical panel at elevations noted on the Drawings.	079200	2,000 lf	\$ _____	\$ _____
5. West Elevation, including Main Entrance: Install joint sealant at four sides of each typical panel at elevations noted on the Drawings.	079200	5,500 lf	\$ _____	\$ _____
6. Openings at All Elevations: Install galvanized steel washers fastened to the existing Gridworx track at panel corners adjacent to opening.	079200	300 ea	\$ _____	\$ _____
TOTAL				\$ _____

Alternate 1: The reduction in cost to omit primer from the sealant installation.

Reduction to the Base Bid: \$ _____

Should certain additional work be required, or should the quantities of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the City, unit prices listed on the attached "Unit Price Form" (and listed above) shall at the option of the City be the basis of payment to the Contractor or credit to the City, for such increase or decrease in the work. The unit prices shall represent the exact net amount per unit to be paid to the Contractor (in the case of addition or increase) or to be refunded to the City (in the case of decrease). The unit prices shall remain firm regardless of variations between the estimated and actual quantities. The quantities appearing in the schedules in the Contract Documents are approximate only and are prepared for the comparison of bids. Contractually noted adjustments will be allowed for overhead, profit, insurance, or other direct or indirect expenses of the Contractor or Subcontractors.

D. The Basis for Payment is as follows:

1. Measure joint sealant installation in linear feet. Price shall include cleaning and priming for all substrates to receive sealant and weep hole installation.
2. Measure washer installation at panels adjacent to openings in items, one location being one item. Price shall include all accessories, anchorage, and hardware.

E. This sub-bid

☐ may be used by any General Bidder except:

☐ may only be used by the following General Bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer E. if no general bidders are excluded.)

F. The undersigned agrees that, if he is selected as a sub-bidder, he will, within five days, Saturdays, Sundays, and legal holidays excluded, after presentation of a subcontract by the general bidder selected as the general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract, and, if requested so to do in the general bid by such general bidder, who shall pay the premiums therefore, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

G. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereto and the bid price for such class of work or part thereof are:

Name	Class of Work	Bid Price
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Do not give bid price for any class or part thereof furnished by undersigned.]

- H. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on the herein before described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- I. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- J. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specification:

1. Have been in business under present business name _____ years.
2. Ever failed to complete any work awarded? _____
3. List one or more recent buildings with names of the general contractor and architect on which you served as a subcontractor for work of similar character as required for the above named building.

Building	Architect	General Contractor	Amount of Contract
----------	-----------	--------------------	--------------------

(a)

(b)

(c)

4. Bank Reference _____

- K. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that it will comply fully with all laws and regulations applicable to awards made subject to Section 44A of Chapter 149 of the Massachusetts General Laws.
- L. The undersigned further certifies under penalties of perjury that this sub-bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- M. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Law or any rule or regulation promulgated thereunder.

N. CONSTRUCTION SCHEDULE:

The construction schedule shall be as listed in the Summary of Work.

The work hours shall be as follows: Monday through Friday 7:00 AM to 5:00 PM.

In case the work embraced in this contract shall not have been completed due to failure of the Contractor to complete the work or any part of the work within the time specified, the Owner shall recover actual damages for every day beyond the final completion dates or revised completion dates as extended in accordance with any change orders.

The Contractor shall start the work under this Contract on written notice from and on the date set by the Awarding Authority and continue to completion with all practical dispatch and regularity so that the entire project shall be completed in a timely fashion.

Date: _____

(Name of Sub-Bidder)

Signed: _____

By: _____
(Name and Title of Person Signing Bid and Title)

(Business Address)

(City and State)

END OF DOCUMENT

IFB # 27-17

SECTION 4.0

East Somerville Community School Façade Stabilization
**REQUIRE BID FORMS /
BIDDERS' CHECKLIST**

Please ensure all documents listed on this checklist are included with your bid. Failure to do so may subject the proposer to disqualification.

Required with Sealed Bids

	Signed Cover Letter
	Form for General Bid
	Filed Sub-Bid Form for Joint Sealants and Alternate
	Unit Price Form (if applicable)
	Somerville Living Wage Form
	Quality Requirements Form (Section 2.0)
	Certificate of Non-Collusion & Tax Compliance
	Certificate of Signature Authority
	Reference Form (or equivalent may be attached)
	5% Bid Deposit
	Prevailing Wages Statement of Compliance Form
	Wage Theft Certification Form
	DCAMM Certification and Update Statement – (General Bids: General Building Construction) and (Filed Sub-Bid: Waterproofing, Damp-proofing, and Caulking
	OSHA Form
	Vulnerable Road Users Ordinance
	Responsible Employer Ordinance (if applicable)
	Acknowledgement of Addenda (if applicable)
	Signed W9

Required with Contract, *Post Award*

	Certificate of Good Standing from Secretary of State (furnish with bid if available)
	Certificate of Insurance (furnish sample certificate with bid, if possible)
	Statement of Management (if applicable)
	100% Performance Bond
	100% Payment Bond



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.*

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: **\$10,000**. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a “Living Wage” (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP’s, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of “Living Wage”: For this contract or subcontract, as of **7/1/2026** “Living Wage” shall be deemed to be an hourly wage of no less than **\$18.85** per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

* Copies of the Ordinance are available upon request to the Procurement & Contracting Services Department.

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 03/09/2026

security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____

INSTRUCTIONS: PLEASE POST

**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2026 is **\$18.85** per hour.

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Procurement & Contracting Services Department directly.

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

Rev. 08/01/12



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

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

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

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____

Print



Certificate of Authority (Corporations Only)

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

(Insert Full Name of Corporation)

2. I hereby certify that the following individual _____
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected _____ of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on _____
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____

(Date Must Be on or after Date Officer Signed Contract/Bonds)

Print

Form:____
Contract Number:_____



Certificate of Authority (Limited Liability Companies Only)

Instructions: Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: _____.

3. The LLC is managed by **(check one)** a ☐ Manager or by its ☐ Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:**_____

Printed Name: _____

Printed Title:_____

Date: _____

Print

REFERENCE FORM

Bidder: _____

BID#/ Title: _____

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

Description and date(s) of supplies or services provided:_____

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

Description and date(s) of supplies or services provided:_____

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

Description and date(s) of supplies or services provided:_____



WAGE THEFT ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES / 2019 / ORDINANCE NO. 2019-24 et seq.*.

Instructions: Contractors shall complete this form and sign and date where indicated below. This form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract.

Purpose: The purpose of this form is to ensure that such vendors comply with applicable federal and state wage laws, treat their employees fairly and ensure that wage theft does not occur on their projects.

Definition of "Wage Theft": an action by an Employer, their officers, agents or employees causing an Employer not to make a timely and/or complete payment of Wages, not to pay the Minimum Wage or Prevailing Wage, or not to pay Overtime earned and owing to an Employee.

CERTIFICATIONS

Whenever the City of Somerville is procuring construction services subject to the provisions of M.G.L. c. 149, c. 149A or c. 30, §39M, the terms of the Somerville Wage Theft Ordinance shall be incorporated into the procurement documents and made part of the specifications and contract. Any person, company or corporation shall acknowledge, in writing, receipt of said requirements with their bid or proposal and/or contract.

The undersigned bidder, proposer, contractor, subcontractor and/or trade contractor hereby acknowledges receipt of the below referenced requirements and verifies under oath that they will comply with the conditions set forth in the Somerville Wage Theft Ordinance 2019-24, which shall be incorporated into any contract entered into between the City and contractor.

The contractor shall not have been found within the past five years by a court or governmental agency in violation of any law relating to providing workers compensation insurance coverage, misclassification of employees as independent contractors, payment of employer payroll taxes, employee income tax withholding, earned sick time, wage and hour laws, prompt payment laws, or prevailing wage laws.

The contractor shall maintain appropriate industrial accident insurance sufficient to provide coverage for all the employees on the project in accordance with M.G.L. c. 152 and provide documentary proof of such coverage included with the contractor's submitted bid to the inspectional services department to be maintained as a public record.

*Read entire ordinance online at:

https://library.municode.com/ma/somerville/ordinances/code_of_ordinances?nodeId=1001376 or request from the Procurement & Contracting Services Department.

Bid ref.:

Contract Number:

The contractor shall properly classify employees as employees rather than independent contractors and treat them accordingly for purposes of prevailing wages and overtime, workers compensation insurance coverage, social security taxes and state and federal income tax withholding. (M.G.L. c. 149, § 148B on employee classification).

The contractor shall comply with M.G.L. c. 151, § 1A and M.G.L. c. 149, § 148 with respect to the payment of wages.

The city contractor must make arrangements to ensure that each employee of every contractor and subcontractor of any tier entering or leaving the project individually completes the appropriate entries in a daily sign-in/out log. The sign in/out log shall include: the location of the project; current date; printed employee name; signed employee name; name of employee's employer and the time of each entry or exiting. The log shall contain a prominent notice that employees are entitled under state law to receive the prevailing wage rate for their work on the project. Such sign-in/out logs shall be provided to the city on a weekly basis with the certified payrolls and shall be a public record.

Each contractor of any tier, prior to performing any work on the project, shall sign under oath and provide to the city contractor a certification that they are not debarred or otherwise prevented from bidding for or performing work on a public project in the Commonwealth of Massachusetts or in the city.

The contractor must comply with state and, where applicable, federal prevailing wage laws. Contractor shall submit weekly certified payrolls to the City for all employees working on the contract including subcontracted workers at all tiers. Contractor shall use the current standard Massachusetts weekly certified payroll report form. Each contractor shall provide a copy of the OSHA 10 card for every employee attached to the first certified payroll they submit on which the employee appears.

Each payment requisition shall include the following certification:

I certify under oath that each payment requisition is in full compliance with all obligations forth in the Wage Theft Ordinance.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: _____
(Duly Authorized Representative of Contractor)

Title: _____

Name of Contractor: _____

Date: _____

Online at: <https://www.somervillema.gov/procurement>



WAGE THEFT ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES / 2019 / ORDINANCE NO. 2019-24 et seq.*.

Instructions: Contractors shall complete this form and sign and date where indicated below. This form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract.

Purpose: The purpose of this form is to ensure that such vendors comply with applicable federal and state wage laws, treat their employees fairly and ensure that wage theft does not occur on their projects.

Definition of “Wage Theft”: an action by an Employer, their officers, agents or employees causing an Employer not to make a timely and/or complete payment of Wages, not to pay the Minimum Wage or Prevailing Wage, or not to pay Overtime earned and owing to an Employee.

CERTIFICATIONS

Whenever the City of Somerville is procuring construction services subject to the provisions of M.G.L. c. 149, c. 149A or c. 30, §39M, the terms of the Somerville Wage Theft Ordinance shall be incorporated into the procurement documents and made part of the specifications and contract. Any person, company or corporation shall acknowledge, in writing, receipt of said requirements with their bid or proposal and/or contract.

The undersigned bidder, proposer, contractor, subcontractor and/or trade contractor hereby acknowledges receipt of the below referenced requirements and verifies under oath that they will comply with the conditions set forth in the Somerville Wage Theft Ordinance 2019-24, which shall be incorporated into any contract entered into between the City and contractor.

The contractor shall not have been found within the past five years by a court or governmental agency in violation of any law relating to providing workers compensation insurance coverage, misclassification of employees as independent contractors, payment of employer payroll taxes, employee income tax withholding, earned sick time, wage and hour laws, prompt payment laws, or prevailing wage laws.

The contractor shall maintain appropriate industrial accident insurance sufficient to provide coverage for all the employees on the project in accordance with M.G.L. c. 152 and provide documentary proof of such coverage included with the contractor's submitted bid to the inspectional services department to be maintained as a public record.

*Read entire ordinance online at:

https://library.municode.com/ma/somerville/ordinances/code_of_ordinances?nodeId=1001376 or request from the Procurement & Contracting Services Department.

Bid ref.:

Contract Number:

The contractor shall properly classify employees as employees rather than independent contractors and treat them accordingly for purposes of prevailing wages and overtime, workers compensation insurance coverage, social security taxes and state and federal income tax withholding. (M.G.L. c. 149, § 148B on employee classification).

The contractor shall comply with M.G.L. c. 151, § 1A and M.G.L. c. 149, § 148 with respect to the payment of wages.

The city contractor must make arrangements to ensure that each employee of every contractor and subcontractor of any tier entering or leaving the project individually completes the appropriate entries in a daily sign-in/out log. The sign in/out log shall include: the location of the project; current date; printed employee name; signed employee name; name of employee's employer and the time of each entry or exiting. The log shall contain a prominent notice that employees are entitled under state law to receive the prevailing wage rate for their work on the project. Such sign-in/out logs shall be provided to the city on a weekly basis with the certified payrolls and shall be a public record.

Each contractor of any tier, prior to performing any work on the project, shall sign under oath and provide to the city contractor a certification that they are not debarred or otherwise prevented from bidding for or performing work on a public project in the Commonwealth of Massachusetts or in the city.

The contractor must comply with state and, where applicable, federal prevailing wage laws. Contractor shall submit weekly certified payrolls to the City for all employees working on the contract including subcontracted workers at all tiers. Contractor shall use the current standard Massachusetts weekly certified payroll report form. Each contractor shall provide a copy of the OSHA 10 card for every employee attached to the first certified payroll they submit on which the employee appears.

Each payment requisition shall include the following certification:

I certify under oath that each payment requisition is in full compliance with all obligations forth in the Wage Theft Ordinance.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: _____
(Duly Authorized Representative of Contractor)

Title: _____

Name of Contractor: _____

Date: _____

Online at: <https://www.somervillema.gov/procurement>

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

Rev. 11/14/2014



OSHA GENERAL CONTRACTOR CERTIFICATION FORM

**Pursuant to Chapter 306 of the Acts of 2004
An Act Relative to the Health and Safety on Construction Projects**

GENERAL CONTRACTOR'S CERTIFICATION – BID FORM

I, the undersigned, hereby certify under penalties of perjury that I, and all subcontractors who are not filed sub-bidders, shall:

(1) certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is a least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

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: _____
(Individual Submitting Bid)
Duly Authorized

Name of Business or Entity: _____

Date: _____

RETURN THIS FORM WITH YOUR BID



SOMERVILLE SUPPLIER DIVERSITY CERTIFICATION FORM

Background

The City of Somerville is an equal opportunity employer and encourages businesses to apply to work with the City that are representative of the City's diverse community. In an effort to increase the opportunities for disadvantaged and small businesses within Somerville and surrounding communities, the City recognizes Massachusetts' Operational Services Division's Supplier Diversity Office certification program.

Application Process

Applicable parties may learn more about the Commonwealth's supplier diversity certification process and apply here <https://www.mass.gov/supplier-diversity-office>. During the certification process, which takes approximately 30 days, the SDO investigates applicant companies to make sure they meet applicable legal requirements. Under SDO regulations, the applicant firm must prove it is at least 51% owned and dominantly controlled by adult minority, women, Portuguese, or veteran principals who are U.S. citizens or lawful permanent residents. Firms also must be ongoing and independent.

Certifications

Check all those that apply:

- ☐ **Minority Business Enterprises (MBE)**
- ☐ **Women Business Enterprises (WBE)**
- ☐ **Veteran Business Enterprises (VBE)**
- ☐ **Portuguese Business Enterprises (PBE)**
- ☐ **Other** _____

The undersigned certifies that the applicant has received certification from the Massachusetts Supplier Diversity Office for the SDO category/categories listed above and has provided the City of Somerville with a copy of the SDO certification letter.

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____



SOMERVILLE ORDINANCE TO SAFEGUARD

VULNERABLE ROAD USERS

CITY OF SOMERVILLE CODE OF ORDINANCES ARTICLE VIII, SEC. 12-117 et seq.

Prospective contractors must familiarize themselves with the City of Somerville's Ordinance to Protect Vulnerable Road Users. The full text of this local law can be found [here](#).

1. **Request for Inspection:** Inspections are conducted on Thursdays from 4pm-7pm at the Somerville Department of Public Works, located at 1 Franey Road. Each inspection takes approximately 20 minutes.

a. Any vendor covered by this Ordinance shall complete an inspection request form and email it to fleetinspections@somervillema.gov.

b. Please submit request form no later than 3pm on the Tuesday before the requested inspection date.

2. **Fee:** The fee for the initial inspection is \$100. The fee for a renewal inspection (every two years) is \$50.

a. Payment of the fee is due upon scheduling of the inspection. The fee can be paid via check or credit card. Checks should be made out to the City of Somerville and include the vendor's phone number.

3. **Approval:** Vehicles inspected and approved by the Fleet Division will have an inspection approval sticker affixed to the windshield of the vehicle. A copy of the inspection report and certificate of inspection shall be issued to the vendor.

a. Inspection stickers are not transferable.

b. Any major overhaul of safeguard equipment shall be required to be re-inspected.

4. **Rejection:** If a vehicle is rejected for failing to comply with any of the technical specifications outlined in the ordinance, it shall be corrected and henceforth re-inspected within 30 days at no additional fee.

a. If a second inspection results in a rejection, a fee of \$50 will be required for any subsequent inspections.

b. Any vendor who fails to comply within 60 days of their first inspection may be subject to having their contract cancelled.

5. **Questions:** Please direct questions about vehicle inspections to Department of Public Works, at:

fleetinspections@somervillema.gov or call 617-625-6600 ext. 5100

Acknowledgement

In accordance with Sec. 12-119 "Requirements" in the Ordinance, bidders must sign the following:

Unless certified that the Ordinance is not applicable to this contract or otherwise waived by the City, I acknowledge that my company has installed (or will install prior to commencing work for the contract) side guards, cross-over mirrors or equivalent blind spot countermeasures, convex mirrors or equivalent blind spot countermeasures, side-visible turn signals, and appropriate warning signage, in accordance with SCO Chapter 12, Article VII on all large vehicles it uses or will use within the City of Somerville in connection with any contract.

Authorized Signatory's Name

Date

Company Name

I certify that the Ordinance does not apply to this contract for the following reason:

☐ Vehicles do not meet or exceed Class 3 GVWR

☐ Vehicles do not exceed 15 MPH

☐ No vehicles on project

☐ Other: _____

ORDINANCE REQUIREMENTS

LATERAL PROTECTIVE DEVICES (SIDE GUARDS)

- Vehicles must have device installed between the front & rear wheels to help prevent injuries to vulnerable road users, particularly from falling underneath the vehicle.



SIDE-VISIBLE TURN SIGNALS

- Vehicles must have at least one turn signal lamp on each side of the vehicle that is visible from any point to the left and right side along the full length of the vehicle.



CONVEX MIRRORS

- Vehicles must have mirrors which enable the driver to see anything that is three feet above the road and one foot in feet of or along side of the vehicle.



CROSS-OVER MIRRORS

- Vehicles must have mirrors that enable the driver to see anything at least three feet tall passing one foot in front of the vehicle and the area in front of the bumper where direct vision is not possible.

SAFETY DECALS

- Vehicles must have a minimum of three reflective decals on the rear and sides.
- The decals must be “safety yellow” in color and include language or images that warn of blind spots.

COMMON QUESTIONS

WHAT TYPES OF VEHICLES DOES THIS ORDINANCE APPLY TO? This ordinance applies to Class 3 or above vehicles with a gross vehicle weight rating exceeding 10,000 lbs., except for an ambulance, fire apparatus, low-speed vehicle with max speed under 15 mph, or agricultural tractors.

CAN TOOL BOXES BE USED AS SIDE GUARDS? Yes, as long as the tool box meets all of the required measurements in the ordinance.

IF I RENT TRUCKS FOR A JOB, DO THOSE VEHICLES NEED TO BE INSPECTED AND PERMITTED? Yes.

DO SUBCONTRACTORS' TRUCKS WORKING ON A CITY CONTRACT NEED TO BE INSPECTED & PERMITTED? Yes.

WILL THE CITY DO AN OFF-SITE INSPECTION FOR LARGER FLEETS? Yes, depending on the availability of inspectors and the distance to the site.

REGISTER FOR AN INSPECTION

Email inspection forms to: FleetInspections@SomervilleMA.gov

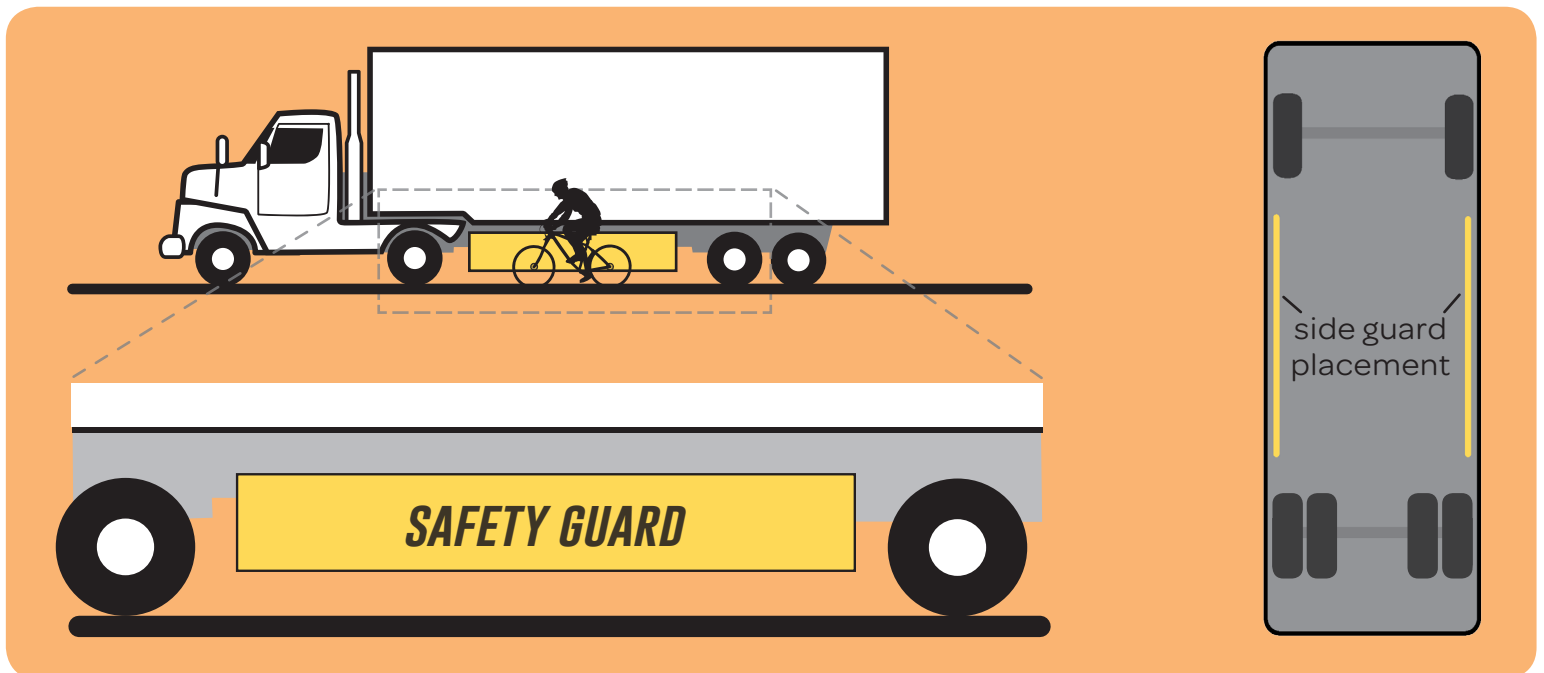


CITY OF SOMERVILLE

TRUCK SIDE GUARD ORDINANCE

Collisions with large vehicles are disproportionately likely to result in cyclist and pedestrian fatalities. The City of Somerville's Ordinance to Safeguard Vulnerable Road Users aims to prevent cyclists and pedestrians from the risk of being struck by a large vehicle because of limited driver visibility and lack of side-visible turn signals, as well as falling under the sides of large vehicles and being caught under the wheels.

The ordinance applies to large motor vehicles that are Class 3 or above with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds, except for an ambulance, fire apparatus, low-speed vehicle with a maximum speed under 15 mph, or an agricultural tractor.



CITY OF SOMERVILLE
ORDINANCE NO. 2008-08
IN THE BOARD OF ALDERMEN: June 12, 2008

Be it ordained by the Board of Aldermen, in session assembled, that the Code of Ordinances of the City of Somerville, is hereby amended by adding a new Section 2-355 as follows:

Sec. 2-355. Responsible Employer Ordinance.

(a) The Board of Aldermen hereby finds and determines that the failure of certain construction firms awarded contracts funded by the City to include and enforce provisions requiring compliance with state laws governing the payment of prevailing wages, the provision of workers compensation coverage, and the proper classification of individuals as employees and not as independent contractors, as well as provisions concerning health insurance coverage and state-certified apprenticeship programs, is injurious to the life, health and happiness of individuals employed by such firms and is deleterious to the quality of life in the City where most of such individuals reside.

(b) Every contract awarded by the City under G. L. c. 149, § 44A (2) where the amount of the contract is more than one-hundred thousand dollars, and any subcontract awarded in connection with any such general contract where the amount of such subcontract is more than twenty-five thousand dollars, shall be deemed to incorporate by reference the provisions of sub-parts (1) through (5) of this subsection together with the provisions of subsections (c), (d) and (e) of this section.

1. The bidder and all subcontractors under the bidder shall comply with the requirements of G. L. c. 149 concerning the payment of prevailing wage rates to their employees;
2. The bidder and all subcontractors under the bidder must maintain and participate in a bona fide apprentice training program as defined by G. L. c. 23, §§ 11H & 11I for each apprenticeable trade or occupation represented in its workforce that is approved by the division of apprentice training of the department of labor and workforce development of the Commonwealth and must abide by the apprentice to journeymen ratio for each trade prescribed therein in the performance of the contract;
3. The bidder and all subcontractors under the bidder must offer, at its expense, hospitalization and medical benefits for all individuals employed on the project or coverage which is comparable to the hospitalization and medical benefits provided by the health and welfare plans in the applicable craft recognized by G. L. c. 149, § 26, in establishing minimum wage rates. All such plans shall meet or exceed state requirements for such plans.
4. The bidder and all subcontractors under the bidder must maintain appropriate industrial accident insurance coverage in accordance with G. L. c. 152 for all individuals employed on the project;
5. The bidder and all subcontractors under the bidder must properly classify individuals employed on the project as employees rather than independent contractors and comply with all laws concerning workers' compensation insurance coverage, unemployment taxes, social security taxes and income taxes as respects all such employees.

(c) All bidders and all subcontractors under such bidders who are awarded, or otherwise obtain, contracts from the city on projects governed by G. L. c. 149, § 44A (2), shall comply with the obligations described in sub-parts (1) through (5) of subsection (b) of this section for the entire duration of their work on the project, and an officer of each such bidder or subcontractor under the

bidder shall certify under oath and in writing on a weekly basis that they are in compliance with these obligations.

(d) Any bidder or subcontractor under the bidder who fails to comply with any of the obligations described in sub-parts (1) through (5) of subsection (b) of this section for any period of time, or fails to comply with the weekly certification obligations described in subsection (c) of this subsection shall be subject to any or all of the following sanctions:

1. temporary suspension of work on the project until compliance is obtained; or,
2. withholding by the City of payment due under the contract until compliance is obtained; or,
3. permanent removal from any further work on the project; or,
4. recovery by the city from the general contractor of 1/10 of 1% of the general contract or \$ 1,000.00, whichever sum is greater, in the nature of liquidated damages assessed for each week that the general contractor is in non-compliance or, if a subcontractor is in non-compliance, the recovery by the city from the general contractor as a back charge against the subcontractor of 1/10 of 1% of the subcontract price, or \$ 400.00, whichever sum is greater, in the nature of liquidated damages assessed for each week that the subcontractor is in non-compliance.

(e) In addition to these sanctions a general bidder or contractor shall be equally liable for any violation of the obligations described in sub-parts (1) through (5) of subsection (b) of this section committed by any of its subcontractors or sub bidders, excepting only those violations which arise from work performed by subcontractors with subcontracts governed by G. L. c. 149, § 44F. Any contractor or subcontractor who has been determined to have violated any of the provisions of subsections (b) or (c) of this section shall be barred from performing any work on any future contracts awarded by the City for six months for the first violation, three years for the second violation, and permanently for a third violation.

(f) The provisions of this section shall not apply to construction projects for which the low general bid was less than one-hundred thousand dollars, or to work performed pursuant to subcontracts governed by G. L. 149, § 44F where the bid for such subcontract was less than twenty-five thousand dollars.

Receipt Acknowledged _____ day of _____, _____.

Name of Vendor

By: _____
Name

Its: _____
Title

Signature

CITY OF SOMERVILLE
Responsible Employer Ordinance

WEEKLY COMPLIANCE FORM

In accordance with the Code of Ordinances of the City of Somerville, Section 2-355, all general contractors and all subcontractors under such general contractors who are awarded, or otherwise obtain, contracts from the city on projects governed by G. L. c. 149, § 44A (2), shall comply with the obligations described in sub-parts (1) through (5) of subsection (b) of this section for the entire duration of their work on the project, and an officer of each such general contractor or subcontractor under the general contractor where the amount of such subcontract is more than \$25,000.00, shall certify under oath and in writing on a weekly basis that they are in compliance with these obligations.

STATEMENT OF COMPLIANCE

Date _____

Period _____

I, _____, _____
(Print Name) (Title)

Do hereby state that _____ is in compliance with all
(Contractor or Subcontractor)

requirements of the City of Somerville's Responsible Employer Ordinance, City Ordinance Section 2-355, for the duration of all work performed on the

_____ by this general contractor or
(Building or Project)

subcontractor.

(Signature)

Signed under the pains and penalties of perjury

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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



SECRETARY OF THE COMMONWEALTH'S

CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING as provided by the Secretary of the Commonwealth

The **Awarded Vendor** must comply with our request for a **CURRENT "Certificate of Good Standing" provided by the Secretary of the Commonwealth's Office**

NOTE: A Certificate of Good Standing provided by the Department of Revenue will NOT be accepted. The Certificate *must* be provided by the Secretary of the Commonwealth's Office.

If you require information on how to obtain the "Certificate of Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the

Secretary of The Commonwealth's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17 Floor, Boston, MA 02133 or you may access their web site at:
<http://corp.sec.state.ma.us/CorpWeb/Certificates/CertificateOrderForm.aspx>

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Chief Procurement Officer a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:

**City Of Somerville
c/o Procurement and Contracting Services Department
93 Highland Avenue
Somerville, MA 02143**

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

CERTIFICATE HOLDER

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE
c/o PURCHASING DEPARTMENT
93 HIGHLAND AVE
SOMERVILLE, MA 02143

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

STATEMENT OF MANAGEMENT
For Contracts over \$100,000

In accordance with M.G.L. Chapter 30, Section 39R, the undersigned successful bidder states that its system of internal accounting controls and that of its subsidiaries reasonably assure (1) that transactions are executed in accordance with management's general and specific authorization; (2) that transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets; (3) that access to assets is permitted only in accordance with management's general or specific authorization, and (4) that the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Executed this _____ day of _____ , _____

On behalf of _____
(Name of Successful Bidder)

(Address and telephone of Successful Bidder)

(Name and title of person signing statement)

By: _____
(Signature)

CERTIFIED PUBLIC ACCOUNTANT STATEMENT

In accordance with M.G.L. 30, Section 39R I, _____
a certified public accountant, state that I have examined the above Statement of Management on internal accounting controls, and that in my opinion (1) the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) that such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the above referenced successful bidder's financial statements.

(Signature)

(Business name, address and telephone number)

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw 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.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

_____, 20____

I, _____,
(Name of signatory party) (Title)

do hereby state:

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

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

WEEKLY CERTIFIED PAYROLL REPORT AND WORKFORCE PARTICIPATION FORM

CERTIFIED PAYROLL REPORT: Pursuant to MGL c. 149, s. 27B, **every contractor and subcontractor is required to submit a true and accurate copy of their certified weekly payroll records** to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

WORKFORCE PARTICIPATION GOALS: The Commonwealth of Massachusetts has set the following goals for workforce participation for minorities and women. The participation goals for this project shall be 15.3% for minorities and 6.9% for women. The Contractor shall strive to achieve on this project the labor workforce participation goals contained herein. **The Contractor shall enter the number of hours worked in each trade by each employee, identified as woman, minority, or non-minority below.**

Company Name:					Address:					Phone No.:					Payroll No.:									
Employer's Signature:					Title:					Contract No.:		Tax Payer ID #:		Work Week Ending:										
Awarding Authority Name:					Public Works Project Name:					Public Works Project Location:					Min. Wage Rate Sheet Number:									
General / Prime Contractor's Name:					Subcontractor's Name:										Employer Hourly Fringe Benefit Contributions									
															(B+C+D+E) (A x F)									
Employee Name & Complete Address	Work Classification	Project Hours Non-Minority	Project Hours Minority	Project Hours Women	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked								Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	Project Gross Wages Total Gross Wages	Check No. (H)		
							Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.											

APPRENTICESHIP DOCUMENTATION:

Please answer the questions below.

(1) Are any apprentice employees identified above?

YES

NO

(2) If yes, are all apprentice employees identified above currently registered with the MA DLS Division of Apprentices Standards?

YES

NO

(3) If yes, is a copy of the apprentice ID card issued by the MA DLS Division of Apprentices Standards included for all apprentice employees identified above?

YES

NO



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS
Prevailing Wage Rates**

MAURA HEALEY
Governor
KIM DRISCOLL
Lt. Governor

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

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority:	Somerville	City/Town:	SOMERVILLE
Wage Request No:	20260917232546	Job Location:	50 Cross Street in Somerville, MA 02145
Description of Work:	IFB 27-17 East Somerville Community School Façade Stabilization		
Contract Number:			

§§ 26-27D Construction Project

This Prevailing Wage Schedule establishes the minimum wage rates that employees on this public works construction project must be paid. The project's Wage Request Number is listed above and on all pages of this Schedule. This schedule applies **only** to this specific project.

Awarding Authority Responsibilities

- You must include this Prevailing Wage Schedule (PWS) or an appropriate reference to it in all advertisements and calls for bids.
- The PWS must be incorporated in its entirety into all contracts for this project (G.L. c. 149, § 27).
- The wage rates on this PWS will remain in effect for the duration of the project. **Exception:** You must request an updated schedule for any multi-year construction project no later than 2 weeks before the project's yearly anniversary date.
 - For CM AT RISK projects, the anniversary date is the earlier of the signing date of: (a) the GMP Amendment; or (b) the first amendment to permit procurement of construction services.
 - For all other construction projects, the anniversary date is the date the contract was signed by the Awarding Authority and the General Contractor.
- You must also request an updated PWS if you have not opened bids or selected a contractor within 90 days of the date of issuance on this PWS.
 - For CM AT RISK projects, the earlier of (a) the signing date of the GMP Amendment; or (b) the bid for the first construction scope of work must be within 90 days of the date of issuance on this Schedule.
- You must provide any updated PWS to all contractors working on the project, including general and sub-contractors.
- You must keep the contractors' weekly certified payroll records and Statements of Compliance on file for **3 years**.
- Awarding authorities have other prevailing wage responsibilities not listed above. Learn more at: [\[Prevailing wage: for awarding authorities | Mass.gov\]](#) and G.L. c. 149, §§ 26-27D.

Contractor Responsibilities

- You must pay all employees who perform construction work on this project at least the wage rate listed on this PWS. **Warning!** If you do not follow this requirement, you can face civil fines, criminal charges, or private lawsuits.
- You must post this PWS at the worksite where it can be easily seen. (G.L. c. 149, § 27)
- You must file weekly payroll reports and a Statement of Compliance with the awarding authority (**not** DLS). You can file payroll reports by mail or email and must keep them on file for 3 years. Each weekly payroll report must include each employee's name, address, occupational classification(s), hours worked, and wages paid. Find a sample report at: mass.gov/dols/pw.
- You cannot pay any employees at the apprentice rates listed on this PWS unless they are registered with the Massachusetts Division of Apprentice Standards (DAS). Qualifying apprentices must be paid at the applicable step rate and must carry their apprentice ID card during all work hours on the project. Apprentices **not** registered with DAS must be paid at the listed journeyworker's rate, even if they are registered with a different federal/state public agency or private entity. For every week in which apprentice rates are paid, a copy of each apprentice's apprentice ID card issued by DAS shall be attached to the certified payroll records.
- If you don't know what classification or rate applies to the work being performed, you must ask DLS; paying the wrong rate subjects you to enforcement.
- Please contact DLS if you have any questions about the Prevailing Wage Schedule: (617) 626-6953 or DLS.Feedback@mass.gov

Employees who are **not** paid the wage listed on the Prevailing Wage Schedule (PWS) may file a complaint with the Attorney General's Fair Labor Division: www.mass.gov/ago/flid; (617) 727-3465.

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	8/1/2026	\$43.05	\$15.91	\$21.78	\$0.00	\$0.00	\$80.74
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$43.05	\$15.91	\$23.52	\$0.00	\$0.00	\$82.48
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A							
(3 AXLE) DRIVER - EQUIPMENT	8/1/2026	\$43.12	\$15.91	\$21.78	\$0.00	\$0.00	\$80.81
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$43.12	\$15.91	\$23.52	\$0.00	\$0.00	\$82.55
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A							
(4 & 5 AXLE) DRIVER - EQUIPMENT	8/1/2026	\$43.24	\$15.91	\$21.78	\$0.00	\$0.00	\$80.93
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$43.24	\$15.91	\$23.52	\$0.00	\$0.00	\$82.67
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A							
ADS/SUBMERSIBLE PILOT	1/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	6/1/2026	\$49.15	\$10.90	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS	12/1/2026	\$51.40	\$10.90	\$9.75	\$9.65	\$0.00	\$81.70
LABORERS - ZONE 1	6/1/2027	\$53.00	\$10.90	\$9.75	\$9.65	\$0.00	\$83.30
	12/1/2027	\$54.60	\$10.90	\$9.75	\$9.65	\$0.00	\$84.90
	6/1/2028	\$56.28	\$10.90	\$9.75	\$9.65	\$0.00	\$86.58
	12/1/2028	\$57.95	\$10.90	\$9.75	\$9.65	\$0.00	\$88.25
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$50.00	\$10.90	\$9.75	\$9.65	\$0.00	\$80.30
LABORERS	12/1/2026	\$51.50	\$10.90	\$9.75	\$9.65	\$0.00	\$81.80
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
HEAT & FROST INSULATORS LOCAL 6							
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)							
ASPHALT RAKER	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	6/1/2026	\$49.50	\$10.90	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS	12/1/2026	\$51.00	\$10.90	\$9.75	\$9.65	\$0.00	\$81.30
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

BARCO-TYPE JUMPING TAMPER	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER	6/1/2026	\$49.15	\$10.90	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS	12/1/2026	\$51.40	\$10.90	\$9.75	\$9.65	\$0.00	\$81.70
LABORERS - ZONE 1	6/1/2027	\$53.00	\$10.90	\$9.75	\$9.65	\$0.00	\$83.30
	12/1/2027	\$54.60	\$10.90	\$9.75	\$9.65	\$0.00	\$84.90
	6/1/2028	\$56.28	\$10.90	\$9.75	\$9.65	\$0.00	\$86.58
	12/1/2028	\$57.95	\$10.90	\$9.75	\$9.65	\$0.00	\$88.25

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	6/1/2026	\$50.00	\$10.90	\$9.75	\$9.65	\$0.00	\$80.30
LABORERS	12/1/2026	\$51.50	\$10.90	\$9.75	\$9.65	\$0.00	\$81.80
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							

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

BOILER MAKER	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

Apprentice: BOILER MAKER**Effective Date: 1/1/2024**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
2	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10

Apprentice to Journeyworker Ratio: 1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	8/1/2026	\$70.15	\$12.84	\$15.57	\$8.02	\$0.00	\$106.58
BRICKLAYERS LOCAL 3	2/1/2027	\$71.55	\$12.84	\$15.57	\$8.02	\$0.00	\$107.98
BRICKLAYERS LOCAL 3 (BOSTON)							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.08	\$12.84	\$15.57	\$8.02	\$0.00	\$71.51
2	60.00	\$42.09	\$12.84	\$15.57	\$8.02	\$0.00	\$78.52
3	70.00	\$49.11	\$12.84	\$15.57	\$8.02	\$0.00	\$85.54
4	80.00	\$56.12	\$12.84	\$15.57	\$8.02	\$0.00	\$92.55
5	90.00	\$63.14	\$12.84	\$15.57	\$8.02	\$0.00	\$99.57
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 2/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.78	\$12.84	\$15.57	\$8.02	\$0.00	\$72.21
2	60.00	\$42.93	\$12.84	\$15.57	\$8.02	\$0.00	\$79.36
3	70.00	\$50.09	\$12.84	\$15.57	\$8.02	\$0.00	\$86.52
4	80.00	\$57.24	\$12.84	\$15.57	\$8.02	\$0.00	\$93.67
5	90.00	\$64.40	\$12.84	\$15.57	\$8.02	\$0.00	\$100.83
Apprentice to Journeyworker Ratio: 1:5							
BULLDOZER/GRADER/SCRAPER	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN	6/1/2026	\$50.40	\$10.90	\$9.75	\$9.80	\$0.00	\$80.85
LABORERS	12/1/2026	\$51.90	\$10.90	\$9.75	\$9.80	\$0.00	\$82.35
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.80	\$0.00	\$81.20
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN	6/1/2026	\$49.58	\$10.90	\$9.75	\$9.80	\$0.00	\$80.03
LABORERS	12/1/2026	\$51.08	\$10.90	\$9.75	\$9.80	\$0.00	\$81.53
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1							
	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARPENTER	9/1/2026	\$63.69	\$10.58	\$11.47	\$8.50	\$0.00	\$94.24
CARPENTERS	3/1/2027	\$65.19	\$10.58	\$11.47	\$8.50	\$0.00	\$95.74
CARPENTERS -ZONE 1 (Metro Boston)							

Apprentice: CARPENTER							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$28.66	\$11.08	\$0.00	\$1.73	\$0.00	\$41.47
2	45.00	\$28.66	\$11.08	\$0.00	\$1.73	\$0.00	\$41.47
3	55.00	\$35.03	\$11.08	\$0.00	\$3.40	\$0.00	\$49.51
4	55.00	\$35.03	\$11.08	\$0.00	\$3.40	\$0.00	\$49.51
5	70.00	\$44.58	\$11.08	\$11.41	\$5.10	\$0.00	\$72.17
6	70.00	\$44.58	\$11.08	\$11.41	\$5.10	\$0.00	\$72.17
7	80.00	\$50.95	\$11.08	\$11.44	\$6.80	\$0.00	\$80.27
8	80.00	\$50.95	\$11.08	\$11.44	\$6.80	\$0.00	\$80.27

Apprentice: CARPENTER							
Effective Date: 3/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$29.34	\$10.58	\$0.00	\$1.73	\$0.00	\$41.65
2	45.00	\$29.34	\$10.58	\$0.00	\$1.73	\$0.00	\$41.65
3	55.00	\$35.85	\$10.58	\$0.00	\$3.40	\$0.00	\$49.83
4	55.00	\$35.85	\$10.58	\$0.00	\$3.40	\$0.00	\$49.83
5	70.00	\$45.63	\$10.58	\$11.41	\$5.10	\$0.00	\$72.72
6	70.00	\$45.63	\$10.58	\$11.41	\$5.10	\$0.00	\$72.72
7	80.00	\$52.15	\$10.58	\$11.44	\$6.80	\$0.00	\$80.97
8	80.00	\$52.15	\$10.58	\$11.44	\$6.80	\$0.00	\$80.97

Apprentice to Journeyworker Ratio: 1:5

CARPENTER WOOD FRAME	4/1/2026	\$39.39	\$8.29	\$4.47	\$5.00	\$0.00	\$57.15
CARPENTERS	10/1/2026	\$40.19	\$8.29	\$4.47	\$5.00	\$0.00	\$57.95
CARPENTERS -ZONE 1 (Wood Frame)	4/1/2027	\$40.99	\$8.29	\$4.47	\$5.00	\$0.00	\$58.75

All Aspects of New Wood Frame Work

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 4/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$19.70	\$8.29	\$0.00	\$0.00	\$0.00	\$27.99
2	50.00	\$19.70	\$8.29	\$0.00	\$0.00	\$0.00	\$27.99
3	55.00	\$21.66	\$8.29	\$0.00	\$2.00	\$0.00	\$31.95
4	55.00	\$21.66	\$8.29	\$0.00	\$2.00	\$0.00	\$31.95
5	70.00	\$27.57	\$8.29	\$4.47	\$3.00	\$0.00	\$43.33
6	70.00	\$27.57	\$8.29	\$4.47	\$3.00	\$0.00	\$43.33

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CARPENTER WOOD FRAME							
Effective Date: 4/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
7	80.00	\$31.51	\$8.29	\$4.47	\$4.00	\$0.00	\$48.27
8	80.00	\$31.51	\$8.29	\$4.47	\$4.00	\$0.00	\$48.27

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$20.10	\$8.29	\$0.00	\$0.00	\$0.00	\$28.39
2	50.00	\$20.10	\$8.29	\$0.00	\$0.00	\$0.00	\$28.39
3	55.00	\$22.10	\$8.29	\$0.00	\$2.00	\$0.00	\$32.39
4	55.00	\$22.10	\$8.29	\$0.00	\$2.00	\$0.00	\$32.39
5	70.00	\$28.13	\$8.29	\$4.47	\$3.00	\$0.00	\$43.89
6	70.00	\$28.13	\$8.29	\$4.47	\$3.00	\$0.00	\$43.89
7	80.00	\$32.15	\$8.29	\$4.47	\$4.00	\$0.00	\$48.91
8	80.00	\$32.15	\$8.29	\$4.47	\$4.00	\$0.00	\$48.91

Apprentice to Journeyworker Ratio: 1:5

CEMENT MASONRY/PLASTERING	7/1/2026	\$54.49	\$13.35	\$16.43	\$7.78	\$1.80	\$93.85
PLASTERERS AND CEMENT MASONS LOCAL 534	1/1/2027	\$55.94	\$13.35	\$16.43	\$7.78	\$1.80	\$95.30
Plasterers and Cement Masons - Zone 1	7/1/2027	\$57.29	\$13.35	\$16.43	\$7.78	\$1.80	\$96.65
	1/1/2028	\$58.64	\$13.35	\$16.43	\$7.78	\$1.80	\$98.00

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 7/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.25	\$13.35	\$16.43	\$0.00	\$0.00	\$57.03
2	60.00	\$32.69	\$13.35	\$16.43	\$7.78	\$1.80	\$72.05
3	65.00	\$35.42	\$13.35	\$16.43	\$7.78	\$1.80	\$74.78
4	70.00	\$38.14	\$13.35	\$16.43	\$7.78	\$1.80	\$77.50
5	75.00	\$40.87	\$13.35	\$16.43	\$7.78	\$1.80	\$80.23
6	80.00	\$43.59	\$13.35	\$16.43	\$7.78	\$1.80	\$82.95
7	90.00	\$49.04	\$13.35	\$16.43	\$7.78	\$0.00	\$86.60

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.97	\$13.35	\$16.43	\$0.00	\$0.00	\$57.75
2	60.00	\$33.56	\$13.35	\$16.43	\$7.78	\$1.80	\$72.92

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CEMENT MASONRY/PLASTERING Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	65.00	\$36.36	\$13.35	\$16.43	\$7.78	\$1.80	\$75.72
4	70.00	\$39.16	\$13.35	\$16.43	\$7.78	\$1.80	\$78.52
5	75.00	\$41.96	\$13.35	\$16.43	\$7.78	\$1.80	\$81.32
6	80.00	\$44.75	\$13.35	\$16.43	\$7.78	\$1.80	\$84.11
7	90.00	\$50.35	\$13.35	\$16.43	\$0.00	\$0.00	\$80.13
Apprentice to Journeyworker Ratio: 1:5							
CHAIN SAW OPERATOR	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	6/1/2026	\$60.61	\$17.05	\$13.35	\$3.25	\$0.00	\$94.26
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.09	\$17.05	\$13.35	\$3.25	\$0.00	\$95.74
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
COMPRESSOR OPERATOR	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DELEADER (BRIDGE)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							
Apprentice: DELEADER (BRIDGE) Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29
Apprentice to Journeyworker Ratio: 1:1							
DEMO: ADZEMAN	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	12/7/2026	\$50.80	\$10.90	\$9.75	\$9.65	\$0.00	\$81.10
LABORERS - ZONE 1	6/7/2027	\$52.40	\$10.90	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.00	\$10.90	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.68	\$10.90	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.35	\$10.90	\$9.75	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	6/1/2026	\$50.30	\$10.90	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS	12/7/2026	\$51.80	\$10.90	\$9.75	\$9.65	\$0.00	\$82.10
LABORERS - ZONE 1	6/7/2027	\$53.40	\$10.90	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.00	\$10.90	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.68	\$10.90	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.35	\$10.90	\$9.75	\$9.65	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BURNERS	6/1/2026	\$50.05	\$10.90	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS	12/7/2026	\$51.55	\$10.90	\$9.75	\$9.65	\$0.00	\$81.85
LABORERS - ZONE 1	6/7/2027	\$53.15	\$10.90	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$54.75	\$10.90	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.43	\$10.90	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.10	\$10.90	\$9.75	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: CONCRETE CUTTER/SAWYER	6/1/2026	\$50.30	\$10.90	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS	12/7/2026	\$51.80	\$10.90	\$9.75	\$9.65	\$0.00	\$82.10
LABORERS - ZONE 1	6/7/2027	\$53.40	\$10.90	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.00	\$10.90	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.68	\$10.90	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.35	\$10.90	\$9.75	\$9.65	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR	6/1/2026	\$50.05	\$10.90	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS	12/7/2026	\$51.55	\$10.90	\$9.75	\$9.65	\$0.00	\$81.85
LABORERS - ZONE 1	6/7/2027	\$53.15	\$10.90	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$54.75	\$10.90	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.43	\$10.90	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.10	\$10.90	\$9.75	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS	12/7/2026	\$50.80	\$10.90	\$9.75	\$9.65	\$0.00	\$81.10
LABORERS - ZONE 1	6/7/2027	\$52.40	\$10.90	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.00	\$10.90	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.68	\$10.90	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.35	\$10.90	\$9.75	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DIVER	8/1/2024	\$78.11	\$10.08	\$11.62	\$10.04	\$0.00	\$109.85
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate							
DIVER TENDER	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate							
DIVER TENDER (EFFLUENT)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction)	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888							
DRAWBRIDGE - SEIU LOCAL 888							
ELECTRICIAN	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
ELECTRICIANS LOCAL 103	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
ELECTRICIANS LOCAL 103	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90

Apprentice: ELECTRICIAN**Effective Date: 9/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$27.51	\$13.00	\$0.83	\$0.00	\$0.00	\$41.34
2	40.00	\$27.51	\$13.00	\$0.83	\$0.00	\$0.00	\$41.34
3	45.00	\$30.95	\$13.00	\$13.56	\$4.05	\$0.00	\$61.56
4	45.00	\$30.95	\$13.00	\$13.56	\$4.05	\$0.00	\$61.56
5	50.00	\$34.39	\$13.00	\$13.66	\$4.50	\$0.00	\$65.55
6	55.00	\$37.83	\$13.00	\$13.76	\$4.95	\$0.00	\$69.54
7	60.00	\$41.27	\$13.00	\$13.87	\$5.40	\$0.00	\$73.54
8	65.00	\$44.71	\$13.00	\$13.97	\$5.85	\$0.00	\$77.53
9	70.00	\$48.15	\$13.00	\$14.07	\$6.30	\$0.00	\$81.52
10	75.00	\$51.59	\$13.00	\$14.18	\$6.75	\$0.00	\$85.52

Apprentice: ELECTRICIAN**Effective Date: 3/1/2027**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$27.99	\$13.00	\$0.84	\$0.00	\$0.00	\$41.83

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ELECTRICIAN							
Effective Date: 3/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	40.00	\$27.99	\$13.00	\$0.84	\$0.00	\$0.00	\$41.83
3	45.00	\$31.49	\$13.00	\$13.57	\$4.05	\$0.00	\$62.11
4	45.00	\$31.49	\$13.00	\$13.57	\$4.05	\$0.00	\$62.11
5	50.00	\$34.99	\$13.00	\$13.68	\$4.50	\$0.00	\$66.17
6	55.00	\$38.48	\$13.00	\$13.78	\$4.95	\$0.00	\$70.21
7	60.00	\$41.98	\$13.00	\$13.89	\$5.40	\$0.00	\$74.27
8	65.00	\$45.48	\$13.00	\$13.99	\$5.85	\$0.00	\$78.32
9	70.00	\$48.98	\$13.00	\$14.10	\$6.30	\$0.00	\$82.38
10	75.00	\$52.48	\$13.00	\$14.20	\$6.75	\$0.00	\$86.43

Apprentice Notes

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Apprentice to Journeyworker Ratio: 2:3

ELEVATOR CONSTRUCTOR	1/1/2026	\$77.26	\$16.38	\$11.06	\$10.70	\$0.00	\$115.40
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$80.55	\$16.48	\$11.16	\$11.00	\$0.00	\$119.19
ELEVATOR CONSTRUCTORS LOCAL 4							

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$38.63	\$0.00	\$0.00	\$0.00	\$0.00	\$38.63
2	55.00	\$42.49	\$16.38	\$11.06	\$10.70	\$0.00	\$80.63
3	65.00	\$50.22	\$16.38	\$11.06	\$10.70	\$0.00	\$88.36
4	70.00	\$54.08	\$16.38	\$11.06	\$10.70	\$0.00	\$92.22
5	80.00	\$61.81	\$16.38	\$11.06	\$10.70	\$0.00	\$99.95

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$40.28	\$0.00	\$0.00	\$0.00	\$0.00	\$40.28
2	55.00	\$44.30	\$16.48	\$11.16	\$11.00	\$0.00	\$82.94
3	65.00	\$52.36	\$16.48	\$11.16	\$11.00	\$0.00	\$91.00
4	70.00	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
5	80.00	\$64.44	\$16.48	\$11.16	\$11.00	\$0.00	\$103.08

Apprentice to Journeyworker Ratio: 1:1

ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$54.08	\$16.38	\$11.06	\$10.07	\$0.00	\$91.59
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTORS LOCAL 4							
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	6/1/2026	\$49.50	\$10.90	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS	12/1/2026	\$51.00	\$10.90	\$9.75	\$9.65	\$0.00	\$81.30
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	5/1/2026	\$54.40	\$16.55	\$13.35	\$3.25	\$0.00	\$87.55
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$55.69	\$16.55	\$13.35	\$3.25	\$0.00	\$88.84
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$57.12	\$16.55	\$13.35	\$3.25	\$0.00	\$90.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	5/1/2026	\$56.02	\$16.55	\$13.35	\$3.25	\$0.00	\$89.17
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$57.32	\$16.55	\$13.35	\$3.25	\$0.00	\$90.47
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$58.77	\$16.55	\$13.35	\$3.25	\$0.00	\$91.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	5/1/2026	\$26.28	\$16.55	\$13.35	\$3.25	\$0.00	\$59.43
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$27.04	\$16.55	\$13.35	\$3.25	\$0.00	\$60.19
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$27.89	\$16.55	\$13.35	\$3.25	\$0.00	\$61.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
ELECTRICIANS LOCAL 103	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
ELECTRICIANS LOCAL 103	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE	9/1/2026	\$55.02	\$13.00	\$14.28	\$7.20	\$0.00	\$89.50
/ COMMISSIONING	3/1/2027	\$55.98	\$13.00	\$14.31	\$7.20	\$0.00	\$90.49
ELECTRICIANS LOCAL 103	9/1/2027	\$57.50	\$13.00	\$14.36	\$7.20	\$0.00	\$92.06
ELECTRICIANS LOCAL 103	3/1/2028	\$58.46	\$13.00	\$14.38	\$7.20	\$0.00	\$93.04
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							
FIREMAN (ASST. ENGINEER)	6/1/2026	\$47.55	\$17.05	\$13.35	\$3.25	\$0.00	\$81.20
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$48.73	\$17.05	\$13.35	\$3.25	\$0.00	\$82.38
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2026	\$29.21	\$10.90	\$9.75	\$9.65	\$0.00	\$59.51
LABORERS	12/1/2026	\$29.21	\$10.90	\$9.75	\$9.65	\$0.00	\$59.51
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FLOORCOVERER	9/1/2026	\$60.74	\$10.33	\$11.47	\$8.80	\$0.00	\$91.34
FLOORCOVERERS LOCAL 2168	3/1/2027	\$62.24	\$10.33	\$11.47	\$8.80	\$0.00	\$92.84
FLOORCOVERERS LOCAL 2168 ZONE I							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: FLOORCOVERER							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$27.33	\$10.33	\$0.00	\$1.76	\$0.00	\$39.42
2	45.00	\$27.33	\$10.33	\$0.00	\$1.76	\$0.00	\$39.42
3	55.00	\$33.41	\$10.33	\$0.00	\$3.52	\$0.00	\$47.26
4	55.00	\$33.41	\$10.33	\$0.00	\$3.52	\$0.00	\$47.26
5	70.00	\$42.52	\$10.33	\$11.47	\$5.28	\$0.00	\$69.60
6	70.00	\$42.52	\$10.33	\$11.47	\$5.28	\$0.00	\$69.60
7	80.00	\$48.59	\$10.33	\$11.47	\$7.04	\$0.00	\$77.43
8	80.00	\$48.59	\$10.33	\$11.47	\$7.04	\$0.00	\$77.43

Apprentice: FLOORCOVERER							
Effective Date: 3/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$28.01	\$10.33	\$0.00	\$1.76	\$0.00	\$40.10
2	45.00	\$28.01	\$10.33	\$0.00	\$1.76	\$0.00	\$40.10
3	55.00	\$34.23	\$10.33	\$0.00	\$3.52	\$0.00	\$48.08
4	55.00	\$34.23	\$10.33	\$0.00	\$3.52	\$0.00	\$48.08
5	70.00	\$43.57	\$10.33	\$11.47	\$5.28	\$0.00	\$70.65
6	70.00	\$43.57	\$10.33	\$11.47	\$5.28	\$0.00	\$70.65
7	80.00	\$49.79	\$10.33	\$11.47	\$7.04	\$0.00	\$78.63
8	80.00	\$49.79	\$10.33	\$11.47	\$7.04	\$0.00	\$78.63

Apprentice Notes							
Steps are 750 hrs.							

Apprentice to Journeyworker Ratio: 1:1

FORK LIFT/CHERRY PICKER	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GENERATOR/LIGHTING PLANT/HEATERS	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	1/1/2026	\$54.85	\$10.35	\$12.00	\$12.60	\$0.00	\$89.80
GLAZIERS LOCAL 35							
GLAZIERS LOCAL 35 (ZONE 1)							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.43	\$10.35	\$0.00	\$0.00	\$0.00	\$37.78
2	55.00	\$30.17	\$10.35	\$0.00	\$6.88	\$0.00	\$47.40
3	60.00	\$32.91	\$10.35	\$0.00	\$7.50	\$0.00	\$50.76
4	65.00	\$35.65	\$10.35	\$0.00	\$8.13	\$0.00	\$54.13
5	70.00	\$38.40	\$10.35	\$11.95	\$8.75	\$0.00	\$69.45
6	75.00	\$41.14	\$10.35	\$11.95	\$9.38	\$0.00	\$72.82
7	80.00	\$43.88	\$10.35	\$11.95	\$10.00	\$0.00	\$76.18
8	90.00	\$49.37	\$10.35	\$11.95	\$11.25	\$0.00	\$82.92

Apprentice to Journeyworker Ratio: 1:1

HOISTING ENGINEER/CRANES/GRADALLS	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.66	\$0.00	\$0.00	\$0.00	\$0.00	\$32.66
2	60.00	\$35.63	\$17.05	\$13.35	\$3.25	\$0.00	\$69.28
3	65.00	\$38.60	\$17.05	\$13.35	\$3.25	\$0.00	\$72.25
4	70.00	\$41.57	\$17.05	\$13.35	\$3.25	\$0.00	\$75.22
5	75.00	\$44.54	\$17.05	\$13.35	\$3.25	\$0.00	\$78.19
6	80.00	\$47.50	\$17.05	\$13.35	\$3.25	\$0.00	\$81.15
7	85.00	\$50.47	\$17.05	\$13.35	\$3.25	\$0.00	\$84.12
8	90.00	\$53.44	\$17.05	\$13.35	\$3.25	\$0.00	\$87.09

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$33.46	\$0.00	\$0.00	\$0.00	\$0.00	\$33.46
2	60.00	\$36.50	\$17.05	\$13.35	\$3.25	\$0.00	\$70.15
3	65.00	\$39.54	\$17.05	\$13.35	\$3.25	\$0.00	\$73.19
4	70.00	\$42.58	\$17.05	\$13.35	\$3.25	\$0.00	\$76.23
5	75.00	\$45.62	\$17.05	\$13.35	\$3.25	\$0.00	\$79.27
6	80.00	\$48.66	\$17.05	\$13.35	\$3.25	\$0.00	\$82.31
7	85.00	\$51.71	\$17.05	\$13.35	\$3.25	\$0.00	\$85.36
8	90.00	\$54.75	\$17.05	\$13.35	\$3.25	\$0.00	\$88.40

Apprentice to Journeyworker Ratio: 1:6

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103 ELECTRICIANS LOCAL 103	9/1/2026 3/1/2027 9/1/2027 3/1/2028	\$68.78 \$69.97 \$71.88 \$73.08	\$13.00 \$13.00 \$13.00 \$13.00	\$14.69 \$14.73 \$14.79 \$14.82	\$9.00 \$9.00 \$9.00 \$9.00	\$0.00 \$0.00 \$0.00 \$0.00	\$105.47 \$106.70 \$108.67 \$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2026	\$71.71	\$14.20	\$14.25	\$10.00	\$0.00	\$110.16
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2026	\$71.71	\$14.20	\$14.25	\$10.00	\$0.00	\$110.16
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS LABORERS LABORERS - ZONE 1	6/1/2026 12/1/2026 6/1/2027 12/1/2027 6/1/2028 12/1/2028	\$49.15 \$51.40 \$53.00 \$54.60 \$56.28 \$57.95	\$10.90 \$10.90 \$10.90 \$10.90 \$10.90 \$10.90	\$9.75 \$9.75 \$9.75 \$9.75 \$9.75 \$9.75	\$9.65 \$9.65 \$9.65 \$9.65 \$9.65 \$9.65	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$79.45 \$81.70 \$83.30 \$84.90 \$86.58 \$88.25
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	6/1/2026 12/1/2026	\$50.00 \$51.50	\$10.90 \$10.90	\$9.75 \$9.75	\$9.65 \$9.65	\$0.00 \$0.00	\$80.30 \$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	9/1/2026	\$59.02	\$16.15	\$11.46	\$11.49	\$0.00	\$98.12

Apprentice: INSULATOR (PIPES & TANKS)**Effective Date: 9/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.51	\$16.15	\$11.21	\$5.75	\$0.00	\$62.62
2	60.00	\$35.41	\$16.15	\$11.26	\$6.89	\$0.00	\$69.71
3	70.00	\$41.31	\$16.15	\$11.31	\$8.04	\$0.00	\$76.81
4	80.00	\$47.22	\$16.15	\$11.36	\$9.19	\$0.00	\$83.92

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice to Journeyworker Ratio: 1:4							
IRONWORKER/WELDER	3/16/2026	\$58.65	\$9.25	\$12.75	\$15.00	\$0.00	\$95.65
IRONWORKERS LOCAL 7							
IRONWORKERS LOCAL 7 (BOSTON AREA)							

Apprentice: IRONWORKER/WELDER							
Effective Date: 3/16/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	70.00	\$41.06	\$9.25	\$12.75	\$5.00	\$0.00	\$68.06
2	80.00	\$46.92	\$9.25	\$12.75	\$5.00	\$0.00	\$73.92
3	90.00	\$52.79	\$9.25	\$12.75	\$5.00	\$0.00	\$79.79
4	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Apprentice to Journeyworker Ratio: 1:4

JACKHAMMER & PAVING BREAKER OPERATOR	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

LABORER	6/1/2026	\$49.15	\$10.90	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS	12/1/2026	\$50.65	\$10.90	\$9.75	\$9.65	\$0.00	\$80.95
LABORERS - ZONE 1	6/1/2027	\$52.25	\$10.90	\$9.75	\$9.65	\$0.00	\$82.55
	12/1/2027	\$53.85	\$10.90	\$9.75	\$9.65	\$0.00	\$84.15
	6/1/2028	\$55.53	\$10.90	\$9.75	\$9.65	\$0.00	\$85.83
	12/1/2028	\$57.20	\$10.90	\$9.75	\$9.65	\$0.00	\$87.50

Apprentice: LABORER							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$29.49	\$10.90	\$9.75	\$9.65	\$0.00	\$59.79
2	70.00	\$34.41	\$10.90	\$9.75	\$9.65	\$0.00	\$64.71
3	80.00	\$39.32	\$10.90	\$9.75	\$9.65	\$0.00	\$69.62
4	90.00	\$44.24	\$10.90	\$9.75	\$9.65	\$0.00	\$74.54

Apprentice: LABORER							
Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: LABORER Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$30.39	\$10.90	\$9.75	\$9.65	\$0.00	\$60.69
2	70.00	\$35.46	\$10.90	\$9.75	\$9.65	\$0.00	\$65.76
3	80.00	\$40.52	\$10.90	\$9.75	\$9.65	\$0.00	\$70.82
4	90.00	\$45.59	\$10.90	\$9.75	\$9.65	\$0.00	\$75.89
Apprentice to Journeyworker Ratio: 1:5							
LABORER (HEAVY & HIGHWAY)	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.65	\$0.00	\$79.55
LABORERS	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.65	\$0.00	\$81.05
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
Apprentice: LABORER (HEAVY & HIGHWAY) Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$29.55	\$10.90	\$9.75	\$9.65	\$0.00	\$59.85
2	70.00	\$34.48	\$10.90	\$9.75	\$9.65	\$0.00	\$64.78
3	80.00	\$39.40	\$10.90	\$9.75	\$9.65	\$0.00	\$69.70
4	90.00	\$44.33	\$10.90	\$9.75	\$9.65	\$0.00	\$74.63
Apprentice: LABORER (HEAVY & HIGHWAY) Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$30.45	\$10.90	\$9.75	\$9.65	\$0.00	\$60.75
2	70.00	\$35.53	\$10.90	\$9.75	\$9.65	\$0.00	\$65.83
3	80.00	\$40.60	\$10.90	\$9.75	\$9.65	\$0.00	\$70.90
4	90.00	\$45.68	\$10.90	\$9.75	\$9.65	\$0.00	\$75.98
Apprentice to Journeyworker Ratio: 1:5							
LABORER: CARPENTER TENDER	6/1/2026	\$49.15	\$10.90	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS	12/1/2026	\$50.65	\$10.90	\$9.75	\$9.65	\$0.00	\$80.95
LABORERS - ZONE 1	6/1/2027	\$52.25	\$10.90	\$9.75	\$9.65	\$0.00	\$82.55
	12/1/2027	\$53.85	\$10.90	\$9.75	\$9.65	\$0.00	\$84.15
	6/1/2028	\$55.53	\$10.90	\$9.75	\$9.65	\$0.00	\$85.83
	12/1/2028	\$57.20	\$10.90	\$9.75	\$9.65	\$0.00	\$87.50
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER	6/1/2026	\$49.15	\$10.90	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS	12/1/2026	\$50.65	\$10.90	\$9.75	\$9.65	\$0.00	\$80.95
LABORERS - ZONE 1	6/1/2027	\$52.25	\$10.90	\$9.75	\$9.65	\$0.00	\$82.55
	12/1/2027	\$53.85	\$10.90	\$9.75	\$9.65	\$0.00	\$84.15
	6/1/2028	\$55.53	\$10.90	\$9.75	\$9.65	\$0.00	\$85.83

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2028	\$57.20	\$10.90	\$9.75	\$9.65	\$0.00	\$87.50
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS	12/7/2026	\$50.80	\$10.90	\$9.75	\$9.65	\$0.00	\$81.10
LABORERS - ZONE 1	6/7/2027	\$52.40	\$10.90	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.00	\$10.90	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.68	\$10.90	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.35	\$10.90	\$9.75	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY)	6/1/2026	\$49.50	\$10.90	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS	12/1/2026	\$51.00	\$10.90	\$9.75	\$9.65	\$0.00	\$81.30
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER	6/1/2026	\$49.15	\$10.90	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS	12/1/2026	\$50.65	\$10.90	\$9.75	\$9.65	\$0.00	\$80.95
LABORERS - ZONE 1	6/1/2027	\$52.25	\$10.90	\$9.75	\$9.65	\$0.00	\$82.55
	12/1/2027	\$53.85	\$10.90	\$9.75	\$9.65	\$0.00	\$84.15
	6/1/2028	\$55.53	\$10.90	\$9.75	\$9.65	\$0.00	\$85.83
	12/1/2028	\$57.20	\$10.90	\$9.75	\$9.65	\$0.00	\$87.50
For apprentice rates see "Apprentice- LABORER"							
LABORER: TREE REMOVER	6/1/2026	\$49.15	\$10.90	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS	12/1/2026	\$50.65	\$10.90	\$9.75	\$9.65	\$0.00	\$80.95
LABORERS - ZONE 1	6/1/2027	\$52.25	\$10.90	\$9.75	\$9.65	\$0.00	\$82.55
	12/1/2027	\$53.85	\$10.90	\$9.75	\$9.65	\$0.00	\$84.15
	6/1/2028	\$55.53	\$10.90	\$9.75	\$9.65	\$0.00	\$85.83
	12/1/2028	\$57.20	\$10.90	\$9.75	\$9.65	\$0.00	\$87.50
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	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$49.50	\$10.90	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS	12/1/2026	\$51.00	\$10.90	\$9.75	\$9.65	\$0.00	\$81.30
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
MARBLE & TILE FINISHERS	8/1/2026	\$53.84	\$12.84	\$15.57	\$5.78	\$0.00	\$88.03
BRICKLAYERS LOCAL 3	2/1/2027	\$54.96	\$12.84	\$15.57	\$5.78	\$0.00	\$89.15
BRICKLAYERS LOCAL 3 - MARBLE & TILE							

Apprentice: MARBLE & TILE FINISHERS							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.92	\$12.84	\$15.57	\$5.78	\$0.00	\$61.11
2	60.00	\$32.30	\$12.84	\$15.57	\$5.78	\$0.00	\$66.49
3	70.00	\$37.69	\$12.84	\$15.57	\$5.78	\$0.00	\$71.88
4	80.00	\$43.07	\$12.84	\$15.57	\$5.78	\$0.00	\$77.26
5	90.00	\$48.46	\$12.84	\$15.57	\$5.78	\$0.00	\$82.65

Apprentice: MARBLE & TILE FINISHERS							
Effective Date: 2/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.48	\$12.84	\$15.57	\$5.78	\$0.00	\$61.67
2	60.00	\$32.98	\$12.84	\$15.57	\$5.78	\$0.00	\$67.17
3	70.00	\$38.47	\$12.84	\$15.57	\$5.78	\$0.00	\$72.66
4	80.00	\$43.97	\$12.84	\$15.57	\$5.78	\$0.00	\$78.16
5	90.00	\$49.46	\$12.84	\$15.57	\$5.78	\$0.00	\$83.65

Apprentice to Journeyworker Ratio: 1:5

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	8/1/2026	\$70.17	\$12.84	\$15.57	\$7.99	\$0.00	\$106.57
BRICKLAYERS LOCAL 3	2/1/2027	\$71.57	\$12.84	\$15.57	\$7.99	\$0.00	\$107.97
BRICKLAYERS LOCAL 3 - MARBLE & TILE							

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.09	\$12.84	\$15.57	\$7.99	\$0.00	\$71.49
2	60.00	\$42.10	\$12.84	\$15.57	\$7.99	\$0.00	\$78.50
3	70.00	\$49.12	\$12.84	\$15.57	\$7.99	\$0.00	\$85.52
4	80.00	\$56.14	\$12.84	\$15.57	\$7.99	\$0.00	\$92.54
5	90.00	\$63.15	\$12.84	\$15.57	\$7.99	\$0.00	\$99.55

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH							
Effective Date: 2/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH Effective Date: 2/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.79	\$12.84	\$15.57	\$7.99	\$0.00	\$72.19
2	60.00	\$42.94	\$12.84	\$15.57	\$7.99	\$0.00	\$79.34
3	70.00	\$50.10	\$12.84	\$15.57	\$7.99	\$0.00	\$86.50
4	80.00	\$57.26	\$12.84	\$15.57	\$7.99	\$0.00	\$93.66
5	90.00	\$64.41	\$12.84	\$15.57	\$7.99	\$0.00	\$100.81
Apprentice to Journeyworker Ratio: 1:5							
MECH. SWEEPER OPERATOR (ON CONST. SITES)	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MECHANICS MAINTENANCE	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MILLWRIGHT (Zone 1)	1/5/2026	\$52.47	\$10.58	\$11.47	\$10.25	\$0.00	\$84.77
MILLWRIGHTS LOCAL 1121							
MILLWRIGHTS LOCAL 1121 - Zone 1							
Apprentice: MILLWRIGHT (Zone 1) Effective Date: 1/5/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$28.86	\$10.58	\$0.00	\$5.64	\$0.00	\$45.08
2	65.00	\$34.11	\$10.58	\$0.00	\$6.66	\$0.00	\$51.35
3	75.00	\$39.35	\$10.58	\$11.47	\$7.69	\$0.00	\$69.09
4	85.00	\$44.60	\$10.58	\$11.47	\$8.71	\$0.00	\$75.36
Apprentice Notes Step 1&2 Appr. indentured after 1/6/2020 receive no pension,							
Apprentice to Journeyworker Ratio: 1:4							
MORTAR MIXER	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	6/1/2026	\$25.07	\$17.05	\$13.35	\$3.25	\$0.00	\$58.72

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$25.74	\$17.05	\$13.35	\$3.25	\$0.00	\$59.39
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OILER (TRUCK CRANES, GRADALLS)	6/1/2026	\$31.17	\$17.05	\$13.35	\$3.25	\$0.00	\$64.82
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$31.97	\$17.05	\$13.35	\$3.25	\$0.00	\$65.62
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OTHER POWER DRIVEN EQUIPMENT - CLASS II	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
Painter (Bridges/Tanks)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
Painters Local 35							
Painters Local 35 - Zone 1							

Apprentice: PAINTER (BRIDGES/TANKS)**Effective Date: 1/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2026	\$56.25	\$10.35	\$12.00	\$12.60	\$0.00	\$91.20
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) ***Effective Date: 1/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$28.13	\$10.35	\$0.00	\$0.00	\$0.00	\$38.48
2	55.00	\$30.94	\$10.35	\$0.00	\$6.93	\$0.00	\$48.22
3	60.00	\$33.75	\$10.35	\$0.00	\$7.56	\$0.00	\$51.66
4	65.00	\$36.56	\$10.35	\$0.00	\$8.19	\$0.00	\$55.10
5	70.00	\$39.38	\$10.35	\$12.00	\$8.92	\$0.00	\$70.65
6	75.00	\$42.19	\$10.35	\$12.00	\$9.45	\$0.00	\$73.99
7	80.00	\$45.00	\$10.35	\$12.00	\$10.08	\$0.00	\$77.43

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) * Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
8	90.00	\$50.63	\$10.35	\$12.00	\$11.34	\$0.00	\$84.32
Apprentice to Journeyworker Ratio: 1:1							
PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2026	\$54.31	\$10.35	\$12.00	\$12.60	\$0.00	\$89.26
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT) Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.16	\$10.35	\$0.00	\$0.00	\$0.00	\$37.51
2	55.00	\$29.87	\$10.35	\$0.00	\$6.93	\$0.00	\$47.15
3	60.00	\$32.59	\$10.35	\$0.00	\$7.56	\$0.00	\$50.50
4	65.00	\$35.30	\$10.35	\$0.00	\$8.19	\$0.00	\$53.84
5	70.00	\$38.02	\$10.35	\$12.00	\$8.82	\$0.00	\$69.19
6	75.00	\$40.73	\$10.35	\$12.00	\$9.45	\$0.00	\$72.53
7	80.00	\$43.45	\$10.35	\$12.00	\$10.08	\$0.00	\$75.88
8	90.00	\$48.88	\$10.35	\$12.00	\$11.34	\$0.00	\$82.57
Apprentice to Journeyworker Ratio: 1:1							

PAINTER / TAPER (BRUSH, NEW) *	1/1/2026	\$54.85	\$10.35	\$12.00	\$12.60	\$0.00	\$89.80
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							

Apprentice: PAINTER / TAPER (BRUSH, NEW) * Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.43	\$10.35	\$0.00	\$0.00	\$0.00	\$37.78
2	55.00	\$30.17	\$10.35	\$0.00	\$6.93	\$0.00	\$47.45
3	60.00	\$32.91	\$10.35	\$0.00	\$7.56	\$0.00	\$50.82
4	65.00	\$35.65	\$10.35	\$0.00	\$8.19	\$0.00	\$54.19
5	70.00	\$38.40	\$10.35	\$12.00	\$8.82	\$0.00	\$69.57
6	75.00	\$41.14	\$10.35	\$12.00	\$9.45	\$0.00	\$72.94
7	80.00	\$43.88	\$10.35	\$12.00	\$10.08	\$0.00	\$76.31
8	90.00	\$49.37	\$10.35	\$12.00	\$11.34	\$0.00	\$83.06
Apprentice to Journeyworker Ratio: 1:1							

PAINTER / TAPER (BRUSH, REPAINT)	1/1/2026	\$52.91	\$10.35	\$12.00	\$12.60	\$0.00	\$87.86
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)**Effective Date: 1/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.46	\$10.35	\$0.00	\$0.00	\$0.00	\$36.81
2	55.00	\$29.10	\$10.35	\$0.00	\$6.93	\$0.00	\$46.38
3	60.00	\$31.75	\$10.35	\$0.00	\$7.56	\$0.00	\$49.66
4	65.00	\$34.39	\$10.35	\$0.00	\$8.19	\$0.00	\$52.93
5	70.00	\$37.04	\$10.35	\$12.00	\$8.82	\$0.00	\$68.21
6	75.00	\$39.68	\$10.35	\$12.00	\$9.45	\$0.00	\$71.48
7	80.00	\$42.33	\$10.35	\$12.00	\$10.08	\$0.00	\$74.76
8	90.00	\$47.62	\$10.35	\$12.00	\$11.34	\$0.00	\$81.31

Apprentice to Journeyworker Ratio: 1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.65	\$0.00	\$79.55
LABORERS	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.65	\$0.00	\$81.05
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							

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

PANEL & PICKUP TRUCKS DRIVER	8/1/2026	\$42.88	\$15.91	\$21.78	\$0.00	\$0.00	\$80.57
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.88	\$15.91	\$23.52	\$0.00	\$0.00	\$82.31
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A							

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							

For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							

Apprentice: PILE DRIVER**Effective Date: 8/1/2024**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$25.11	\$10.08	\$0.00	\$2.53	\$0.00	\$37.72
2	55.00	\$30.68	\$10.08	\$0.00	\$5.07	\$0.00	\$45.83
3	70.00	\$39.05	\$10.08	\$11.62	\$7.60	\$0.00	\$68.35
4	80.00	\$44.63	\$10.08	\$11.62	\$10.14	\$0.00	\$76.47

Apprentice to Journeyworker Ratio: 1:5

PIPEFITTER & STEAMFITTER	9/1/2026	\$71.71	\$14.20	\$14.25	\$10.00	\$0.00	\$110.16
PIPEFITTERS LOCAL 537							
PIPEFITTERS LOCAL 537							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PIPEFITTER & STEAMFITTER Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$28.68	\$14.20	\$14.25	\$10.00	\$0.00	\$67.13
2	45.00	\$32.27	\$14.20	\$14.25	\$10.00	\$0.00	\$70.72
3	60.00	\$43.03	\$14.20	\$14.25	\$10.00	\$0.00	\$81.48
4	70.00	\$50.20	\$14.20	\$14.25	\$10.00	\$0.00	\$88.65
5	80.00	\$57.37	\$14.20	\$14.25	\$10.00	\$0.00	\$95.82
Apprentice to Journeyworker Ratio: 1:3							
PIPELAYER	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY)	6/1/2026	\$49.50	\$10.90	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS	12/1/2026	\$51.00	\$10.90	\$9.75	\$9.65	\$0.00	\$81.30
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PLUMBERS & GASFITTERS	8/31/2026	\$74.79	\$15.32	\$12.61	\$8.00	\$0.00	\$110.72
PLUMBERS & GASFITTERS LOCAL 12	3/1/2027	\$76.94	\$15.32	\$12.61	\$8.00	\$0.00	\$112.87
PLUMBERS & GASFITTERS LOCAL 12	8/30/2027	\$79.09	\$15.32	\$12.61	\$8.00	\$0.00	\$115.02
	2/28/2028	\$81.29	\$15.32	\$12.61	\$8.00	\$0.00	\$117.22
	9/4/2028	\$83.49	\$15.32	\$12.61	\$8.00	\$0.00	\$119.42
	3/5/2029	\$85.69	\$15.32	\$12.61	\$8.00	\$0.00	\$121.62
	9/3/2029	\$87.89	\$15.32	\$12.61	\$8.00	\$0.00	\$123.82
	3/4/2030	\$89.84	\$15.32	\$12.61	\$8.00	\$0.00	\$125.77
Apprentice: PLUMBERS & GASFITTERS Effective Date: 8/31/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$26.18	\$15.32	\$4.61	\$2.80	\$0.00	\$48.91
2	40.00	\$29.92	\$15.32	\$5.22	\$3.20	\$0.00	\$53.66
3	55.00	\$41.13	\$15.32	\$7.07	\$5.20	\$0.00	\$68.72
4	65.00	\$48.61	\$15.32	\$8.30	\$5.20	\$0.00	\$77.43
5	75.00	\$56.09	\$15.32	\$9.53	\$6.00	\$0.00	\$86.94

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																
Apprentice: PLUMBERS & GASFITTERS Effective Date: 3/1/2027 <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr></thead><tbody><tr><td>1</td><td>35.00</td><td>\$26.93</td><td>\$15.32</td><td>\$4.61</td><td>\$2.80</td><td>\$0.00</td><td>\$49.66</td></tr><tr><td>2</td><td>40.00</td><td>\$30.78</td><td>\$15.32</td><td>\$5.22</td><td>\$3.20</td><td>\$0.00</td><td>\$54.52</td></tr><tr><td>3</td><td>55.00</td><td>\$42.32</td><td>\$15.32</td><td>\$7.07</td><td>\$4.40</td><td>\$0.00</td><td>\$69.11</td></tr><tr><td>4</td><td>65.00</td><td>\$50.01</td><td>\$15.32</td><td>\$8.30</td><td>\$5.20</td><td>\$0.00</td><td>\$78.83</td></tr><tr><td>5</td><td>75.00</td><td>\$57.71</td><td>\$15.32</td><td>\$9.53</td><td>\$6.00</td><td>\$0.00</td><td>\$88.56</td></tr></tbody></table> Apprentice to Journeyworker Ratio: 1:2								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	1	35.00	\$26.93	\$15.32	\$4.61	\$2.80	\$0.00	\$49.66	2	40.00	\$30.78	\$15.32	\$5.22	\$3.20	\$0.00	\$54.52	3	55.00	\$42.32	\$15.32	\$7.07	\$4.40	\$0.00	\$69.11	4	65.00	\$50.01	\$15.32	\$8.30	\$5.20	\$0.00	\$78.83	5	75.00	\$57.71	\$15.32	\$9.53	\$6.00	\$0.00	\$88.56
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																
1	35.00	\$26.93	\$15.32	\$4.61	\$2.80	\$0.00	\$49.66																																																
2	40.00	\$30.78	\$15.32	\$5.22	\$3.20	\$0.00	\$54.52																																																
3	55.00	\$42.32	\$15.32	\$7.07	\$4.40	\$0.00	\$69.11																																																
4	65.00	\$50.01	\$15.32	\$8.30	\$5.20	\$0.00	\$78.83																																																
5	75.00	\$57.71	\$15.32	\$9.53	\$6.00	\$0.00	\$88.56																																																
PNEUMATIC CONTROLS (TEMP.) PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537 For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"	9/1/2026	\$71.71	\$14.20	\$14.25	\$10.00	\$0.00	\$110.16																																																
PNEUMATIC DRILL/TOOL OPERATOR LABORERS LABORERS - ZONE 1 For apprentice rates see "Apprentice- LABORER"	6/1/2026 12/1/2026 6/1/2027 12/1/2027 6/1/2028 12/1/2028	\$49.40 \$50.90 \$52.50 \$54.10 \$55.78 \$57.45	\$10.90 \$10.90 \$10.90 \$10.90 \$10.90 \$10.90	\$9.75 \$9.75 \$9.75 \$9.75 \$9.75 \$9.75	\$9.65 \$9.65 \$9.65 \$9.65 \$9.65 \$9.65	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$79.70 \$81.20 \$82.80 \$84.40 \$86.08 \$87.75																																																
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	6/1/2026 12/1/2026	\$49.50 \$51.00	\$10.90 \$10.90	\$9.75 \$9.75	\$9.65 \$9.65	\$0.00 \$0.00	\$79.80 \$81.30																																																
POWDERMAN & BLASTER LABORERS LABORERS - ZONE 1 For apprentice rates see "Apprentice- LABORER"	6/1/2026 12/1/2026 6/1/2027 12/1/2027 6/1/2028 12/1/2028	\$50.15 \$51.65 \$53.25 \$54.85 \$56.53 \$58.20	\$10.90 \$10.90 \$10.90 \$10.90 \$10.90 \$10.90	\$9.75 \$9.75 \$9.75 \$9.75 \$9.75 \$9.75	\$9.65 \$9.65 \$9.65 \$9.65 \$9.65 \$9.65	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$80.45 \$81.95 \$83.55 \$85.15 \$86.83 \$88.50																																																
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	6/1/2026 12/1/2026	\$50.25 \$51.75	\$10.90 \$10.90	\$9.75 \$9.75	\$9.65 \$9.65	\$0.00 \$0.00	\$80.55 \$82.05																																																
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS"	6/1/2026 12/1/2026	\$59.38 \$60.83	\$17.05 \$17.05	\$13.35 \$13.35	\$3.25 \$3.25	\$0.00 \$0.00	\$93.03 \$94.48																																																
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026 12/1/2026	\$58.70 \$60.14	\$17.05 \$17.05	\$13.35 \$13.35	\$3.25 \$3.25	\$0.00 \$0.00	\$92.35 \$93.79																																																

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY MIX CONCRETE DRIVERS after 4/30/12 (Drivers Hired After 4/30/2012)	8/1/2022	\$30.40	\$11.91	\$15.25	\$0.00	\$0.00	\$57.56
TEAMSTERS 25 (Metro) - Aggregate							
TEAMSTERS 25 (Metro) - Aggregate							
READY-MIX CONCRETE DRIVER	8/1/2022	\$34.41	\$11.91	\$15.25	\$0.00	\$0.00	\$61.57
TEAMSTERS 25 (Metro) - Aggregate							
TEAMSTERS 25 (Metro) - Aggregate							
RECLAIMERS	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg)	8/1/2026	\$55.25	\$14.53	\$12.67	\$9.03	\$0.00	\$91.48
ROOFERS LOCAL 33	2/1/2027	\$57.00	\$14.53	\$12.67	\$9.03	\$0.00	\$93.23
ROOFERS LOCAL 33	8/1/2027	\$58.75	\$14.53	\$12.67	\$9.03	\$0.00	\$94.98
	2/1/2028	\$60.50	\$14.53	\$12.67	\$9.03	\$0.00	\$96.73
	8/1/2028	\$62.25	\$14.53	\$12.67	\$9.03	\$0.00	\$98.48
	2/1/2029	\$64.00	\$14.53	\$12.67	\$9.03	\$0.00	\$100.23
	8/1/2029	\$65.65	\$14.53	\$12.67	\$9.03	\$0.00	\$101.88
	2/1/2030	\$67.40	\$14.53	\$12.67	\$9.03	\$0.00	\$103.63

Apprentice: ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg)

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	\$0.00	\$14.53	\$6.34	\$0.00	\$0.00	\$20.87
2	0.00	\$0.00	\$14.53	\$12.67	\$9.03	\$0.00	\$36.23
3	0.00	\$0.00	\$14.53	\$12.67	\$9.03	\$0.00	\$36.23
4	0.00	\$0.00	\$14.53	\$12.67	\$9.03	\$0.00	\$36.23

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
5	0.00	\$0.00	\$14.53	\$12.67	\$9.03	\$0.00	\$36.23
Apprentice: ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) Effective Date: 2/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	\$0.00	\$14.53	\$6.34	\$0.00	\$0.00	\$20.87
2	0.00	\$0.00	\$14.53	\$12.67	\$9.03	\$0.00	\$36.23
3	0.00	\$0.00	\$14.53	\$12.67	\$9.03	\$0.00	\$36.23
4	0.00	\$0.00	\$14.53	\$12.67	\$9.03	\$0.00	\$36.23
5	0.00	\$0.00	\$14.53	\$12.67	\$9.03	\$0.00	\$36.23
Apprentice Notes ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1							
Apprentice to Journeyworker Ratio: 1:5							

ROOFER SLATE / TILE / PRECAST CONCRETE	8/1/2026	\$55.50	\$14.53	\$12.67	\$9.03	\$0.00	\$91.73
ROOFERS LOCAL 33	2/1/2027	\$57.25	\$14.53	\$12.67	\$9.03	\$0.00	\$93.48
ROOFERS LOCAL 33	8/1/2027	\$59.00	\$14.53	\$12.67	\$9.03	\$0.00	\$95.23
	2/1/2028	\$60.75	\$14.53	\$12.67	\$9.03	\$0.00	\$96.98
	8/1/2028	\$62.50	\$14.53	\$12.67	\$9.03	\$0.00	\$98.73
	2/1/2029	\$64.25	\$14.53	\$12.67	\$9.03	\$0.00	\$100.48
	8/1/2029	\$65.90	\$14.53	\$12.67	\$9.03	\$0.00	\$102.13
	2/1/2030	\$67.65	\$14.53	\$12.67	\$9.03	\$0.00	\$103.88

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
SHEETMETAL WORKERS LOCAL 17							
SHEETMETAL WORKERS LOCAL 17 - A							

Apprentice: SHEETMETAL WORKER Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	42.00	\$26.43	\$14.91	\$6.19	\$0.00	\$0.00	\$47.53
2	42.00	\$26.43	\$14.91	\$6.19	\$0.00	\$0.00	\$47.53
3	47.00	\$29.58	\$14.91	\$10.93	\$1.25	\$1.62	\$58.29
4	47.00	\$29.58	\$14.91	\$10.93	\$1.25	\$1.62	\$58.29
5	52.00	\$32.72	\$14.91	\$11.66	\$1.50	\$1.74	\$62.53
6	52.00	\$32.72	\$14.91	\$11.66	\$1.75	\$1.75	\$62.79
7	60.00	\$37.76	\$14.91	\$12.84	\$2.00	\$1.93	\$69.44

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SHEETMETAL WORKER Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
8	65.00	\$40.90	\$14.91	\$13.58	\$2.25	\$2.04	\$73.68
9	75.00	\$47.20	\$14.91	\$15.06	\$2.75	\$2.28	\$82.20
10	85.00	\$53.49	\$14.91	\$16.53	\$2.75	\$2.49	\$90.17
Apprentice to Journeyworker Ratio: 1:4							
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	8/1/2026	\$43.34	\$15.91	\$21.78	\$0.00	\$0.00	\$81.03
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$43.34	\$15.91	\$23.52	\$0.00	\$0.00	\$82.77
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A							
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	8/1/2026	\$43.63	\$15.91	\$21.78	\$0.00	\$0.00	\$81.32
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$43.63	\$15.91	\$23.52	\$0.00	\$0.00	\$83.06
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A							
SPRINKLER FITTER	1/1/2026	\$72.05	\$13.45	\$7.45	\$18.25	\$0.00	\$111.20
SPRINKLER FITTERS LOCAL 550							
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1							
Apprentice: SPRINKLER FITTER Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$25.22	\$13.45	\$13.84	\$0.00	\$0.00	\$52.51
2	40.00	\$28.82	\$13.45	\$14.75	\$0.00	\$0.00	\$57.02
3	45.00	\$32.42	\$13.45	\$15.67	\$0.00	\$0.00	\$61.54
4	50.00	\$36.03	\$13.45	\$16.57	\$0.00	\$0.00	\$66.05
5	55.00	\$39.63	\$13.45	\$17.49	\$0.00	\$0.00	\$70.57
6	60.00	\$43.23	\$13.45	\$18.40	\$0.00	\$0.00	\$75.08
7	65.00	\$46.83	\$13.45	\$19.32	\$0.00	\$0.00	\$79.60
8	70.00	\$50.44	\$13.45	\$20.22	\$0.00	\$0.00	\$84.11
9	75.00	\$54.04	\$13.45	\$21.15	\$0.00	\$0.00	\$88.64
10	80.00	\$57.64	\$13.45	\$22.05	\$0.00	\$0.00	\$93.14
Apprentice Notes Apprentice entered prior 9/30/10:							
Apprentice to Journeyworker Ratio: 1:3							
STEAM BOILER OPERATOR	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TELECOMMUNICATION TECHNICIAN	9/1/2026	\$55.02	\$13.00	\$14.28	\$7.20	\$0.00	\$89.50
TELECOMMUNICATION TECHNICIAN	3/1/2027	\$55.98	\$13.00	\$14.31	\$7.20	\$0.00	\$90.49
ELECTRICIANS LOCAL 103	9/1/2027	\$57.50	\$13.00	\$14.36	\$7.20	\$0.00	\$92.06
ELECTRICIANS LOCAL 103	3/1/2028	\$58.46	\$13.00	\$14.38	\$7.20	\$0.00	\$93.04

For apprentice rates and ratios see "Apprentice- ELECTRICIAN"

Apprentice: TELECOMMUNICATION TECHNICIAN							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$24.76	\$13.00	\$0.74	\$0.00	\$0.00	\$38.50
2	45.00	\$24.76	\$13.00	\$0.74	\$0.00	\$0.00	\$38.50
3	50.00	\$27.51	\$13.00	\$13.46	\$3.60	\$0.00	\$57.57
4	50.00	\$27.51	\$13.00	\$13.46	\$3.60	\$0.00	\$57.57
5	55.00	\$30.26	\$13.00	\$13.54	\$3.96	\$0.00	\$60.76
6	60.00	\$33.01	\$13.00	\$13.62	\$4.32	\$0.00	\$63.95
7	65.00	\$35.76	\$13.00	\$13.70	\$4.68	\$0.00	\$67.14
8	70.00	\$38.51	\$13.00	\$13.79	\$5.04	\$0.00	\$70.34
9	75.00	\$41.27	\$13.00	\$13.87	\$5.40	\$0.00	\$73.54
10	80.00	\$44.02	\$13.00	\$13.96	\$5.76	\$0.00	\$76.74

Apprentice: TELECOMMUNICATION TECHNICIAN							
Effective Date: 3/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$25.19	\$13.00	\$0.76	\$0.00	\$0.00	\$38.95
2	45.00	\$25.19	\$13.00	\$0.76	\$0.00	\$0.00	\$38.95
3	50.00	\$27.99	\$13.00	\$13.47	\$3.60	\$0.00	\$58.06
4	50.00	\$27.99	\$13.00	\$13.47	\$3.60	\$0.00	\$58.06
5	55.00	\$30.79	\$13.00	\$13.55	\$3.96	\$0.00	\$61.30
6	60.00	\$33.59	\$13.00	\$13.64	\$4.32	\$0.00	\$64.55
7	65.00	\$36.39	\$13.00	\$13.72	\$4.68	\$0.00	\$67.79
8	70.00	\$39.19	\$13.00	\$13.81	\$5.04	\$0.00	\$71.04
9	75.00	\$41.99	\$13.00	\$13.89	\$5.40	\$0.00	\$74.28
10	80.00	\$44.78	\$13.00	\$13.97	\$5.76	\$0.00	\$77.51

Apprentice to Journeyworker Ratio: 1:1

TERRAZZO FINISHERS	8/1/2026	\$69.09	\$12.84	\$15.57	\$8.02	\$0.00	\$105.52
BRICKLAYERS LOCAL 3	2/1/2027	\$70.49	\$12.84	\$15.57	\$8.02	\$0.00	\$106.92
BRICKLAYERS LOCAL 3 - MARBLE & TILE							

Apprentice: TERRAZZO FINISHERS							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																
Apprentice: TERRAZZO FINISHERS Effective Date: 8/1/2026 <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr></thead><tbody><tr><td>1</td><td>50.00</td><td>\$34.55</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$70.98</td></tr><tr><td>2</td><td>60.00</td><td>\$41.45</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$77.88</td></tr><tr><td>3</td><td>70.00</td><td>\$48.36</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$84.79</td></tr><tr><td>4</td><td>80.00</td><td>\$55.27</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$91.70</td></tr><tr><td>5</td><td>90.00</td><td>\$62.18</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$98.61</td></tr></tbody></table>								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	1	50.00	\$34.55	\$12.84	\$15.57	\$8.02	\$0.00	\$70.98	2	60.00	\$41.45	\$12.84	\$15.57	\$8.02	\$0.00	\$77.88	3	70.00	\$48.36	\$12.84	\$15.57	\$8.02	\$0.00	\$84.79	4	80.00	\$55.27	\$12.84	\$15.57	\$8.02	\$0.00	\$91.70	5	90.00	\$62.18	\$12.84	\$15.57	\$8.02	\$0.00	\$98.61
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																
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4	80.00	\$55.27	\$12.84	\$15.57	\$8.02	\$0.00	\$91.70																																																
5	90.00	\$62.18	\$12.84	\$15.57	\$8.02	\$0.00	\$98.61																																																
Apprentice: TERRAZZO FINISHERS Effective Date: 2/1/2027 <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr></thead><tbody><tr><td>1</td><td>50.00</td><td>\$35.25</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$71.68</td></tr><tr><td>2</td><td>60.00</td><td>\$42.29</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$78.72</td></tr><tr><td>3</td><td>70.00</td><td>\$49.34</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$85.77</td></tr><tr><td>4</td><td>80.00</td><td>\$56.39</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$92.82</td></tr><tr><td>5</td><td>90.00</td><td>\$63.44</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$99.87</td></tr></tbody></table>								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	1	50.00	\$35.25	\$12.84	\$15.57	\$8.02	\$0.00	\$71.68	2	60.00	\$42.29	\$12.84	\$15.57	\$8.02	\$0.00	\$78.72	3	70.00	\$49.34	\$12.84	\$15.57	\$8.02	\$0.00	\$85.77	4	80.00	\$56.39	\$12.84	\$15.57	\$8.02	\$0.00	\$92.82	5	90.00	\$63.44	\$12.84	\$15.57	\$8.02	\$0.00	\$99.87
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																
1	50.00	\$35.25	\$12.84	\$15.57	\$8.02	\$0.00	\$71.68																																																
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Apprentice to Journeyworker Ratio: 1:5																																																							
TEST BORING DRILLER	6/1/2026	\$53.25	\$10.90	\$9.75	\$9.80	\$0.00	\$83.70																																																
LABORERS	12/1/2026	\$54.75	\$10.90	\$9.75	\$9.80	\$0.00	\$85.20																																																
For apprentice rates see "Apprentice- LABORER"																																																							
TEST BORING DRILLER HELPER	6/1/2026	\$49.37	\$10.90	\$9.75	\$9.80	\$0.00	\$79.82																																																
LABORERS	12/1/2026	\$50.87	\$10.90	\$9.75	\$9.80	\$0.00	\$81.32																																																
LABORERS - FOUNDATION AND MARINE																																																							
For apprentice rates see "Apprentice- LABORER"																																																							
TEST BORING LABORER	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.80	\$0.00	\$79.70																																																
LABORERS	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.80	\$0.00	\$81.20																																																
LABORERS - FOUNDATION AND MARINE																																																							
For apprentice rates see "Apprentice- LABORER"																																																							
TRACTORS/PORTABLE STEAM GENERATORS	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35																																																
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79																																																
OPERATING ENGINEERS LOCAL 4																																																							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"																																																							
TRAILERS FOR EARTH MOVING EQUIPMENT	8/1/2026	\$43.92	\$15.91	\$21.78	\$0.00	\$0.00	\$81.61																																																
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$43.92	\$15.91	\$23.52	\$0.00	\$0.00	\$83.35																																																
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A																																																							
TUNNEL WORK - COMPRESSED AIR	6/1/2026	\$61.48	\$10.90	\$9.75	\$10.25	\$0.00	\$92.38																																																
LABORERS	12/1/2026	\$62.98	\$10.90	\$9.75	\$10.25	\$0.00	\$93.88																																																
LABORERS (COMPRESSED AIR)																																																							
For apprentice rates see "Apprentice- LABORER"																																																							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS	6/1/2026	\$63.48	\$10.90	\$9.75	\$10.25	\$0.00	\$94.38
LABORERS (COMPRESSED AIR)	12/1/2026	\$64.98	\$10.90	\$9.75	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR LABORERS	6/1/2026	\$53.55	\$10.90	\$9.75	\$10.25	\$0.00	\$84.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$55.05	\$10.90	\$9.75	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS	6/1/2026	\$55.55	\$10.90	\$9.75	\$10.25	\$0.00	\$86.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$57.05	\$10.90	\$9.75	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	8/1/2026	\$43.34	\$15.91	\$21.78	\$0.00	\$0.00	\$81.03
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$43.34	\$15.91	\$23.52	\$0.00	\$0.00	\$82.77
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A							
WAGON DRILL OPERATOR LABORERS	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$49.50	\$10.90	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$51.00	\$10.90	\$9.75	\$9.65	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WASTE WATER PUMP OPERATOR	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER	8/31/2026	\$74.79	\$15.32	\$12.61	\$8.00	\$0.00	\$110.72
PLUMBERS & GASFITTERS LOCAL 12	3/1/2027	\$76.94	\$15.32	\$12.61	\$8.00	\$0.00	\$112.87
PLUMBERS & GASFITTERS LOCAL 12	8/30/2027	\$79.09	\$15.32	\$12.61	\$8.00	\$0.00	\$115.02
	2/2/2028	\$81.29	\$15.32	\$12.61	\$8.00	\$0.00	\$117.22
	9/4/2028	\$83.49	\$15.32	\$12.61	\$8.00	\$0.00	\$119.42
	3/5/2029	\$85.69	\$15.32	\$12.61	\$8.00	\$0.00	\$121.62
	9/3/2029	\$87.89	\$15.32	\$12.61	\$8.00	\$0.00	\$123.82
	3/4/2030	\$89.84	\$15.32	\$12.61	\$8.00	\$0.00	\$125.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Additional Apprentice Information

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

Parties having questions regarding what ratio to use should contact DAS.

PART 2: SAMPLE CONSTRUCTION CONTRACT / CITY's GENERAL TERMS AND CONDITIONS

APPENDIX D
General Conditions

GENERAL TERMS AND CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION, RECONSTRUCTION, ALTERATIONS,
REMODELING, OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORKS
IN THE CITY OF SOMERVILLE

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ARTICLE 1
DEFINITIONS

1.1. In General.

1.1.1. Well-known meanings. When words or phrases that have a well-known technical, or construction industry, or trade meaning are used in the Contract Documents, such words or phrases shall be interpreted in accordance with that meaning, unless otherwise stated.

1.1.2. Capitalization. The words and terms defined in this Article are capitalized in these General Terms and Conditions of the Contract. Other capitalized words may refer to a specific document found in the Contract Documents.

1.1.3. Persons. Whenever the word person or persons is used, it includes, unless otherwise stated, entity or entities, respectively, including, but not limited to, corporations, partnerships, and joint venturers.

1.1.4. Singular and Plural. The following terms have the meanings indicated which are applicable to both the singular and the plural thereof.

1.2. Definitions.

1.2.1. Agreement. The Agreement is the written document between the **City** and the **Contractor** which is titled: Owner-Contractor Public Construction Agreement, which is the executed portion of the Contract, and which forms a part of the Contract. The Agreement also includes all documents required to be attached thereto, including, but not limited to, these general conditions, the performance bond, the labor and materials or payment bonds, certificates of insurance, and all Modifications of the Agreement.

1.2.2. Change Order. A Change Order is a document which is signed by the **Contractor**, the **Design Professional**, and the **City**; which is directed to the **Contractor**; which authorizes the **Contractor** to make an addition to, a deletion from or a revision in the Work, or an adjustment in the Contract Sum or in the Contract Time; and which is issued on or after the date of the Agreement between the **Contractor** and the **City**.

1.2.3. City. The **City** refers to the City of Somerville, which is the owner of the Project and is the public awarding authority with whom the **Contractor** has entered into the Contract and for whom the Work is to be provided.

1.2.4. Claim. A Claim is a dispute, demand, or assertion by one of the parties arising out of or relating to the Contract for which such party is seeking relief.

1.2.5. Contract. The Contract consists of all the Contract Documents. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification to the Contract signed by both parties.

1.2.6. Contract Documents. The Contract Documents consist of the Agreement; the notice of award of the Contract; the Notice to Proceed; the entire Project Manual; Change Orders; Construction Change Directives; the **Contractor's** Bid and all accompanying documents; and the **Design Professional's** written interpretations and clarifications issued on or after the issuance of the Notice to Proceed. Shop Drawing submittals and reports or drawings utilized by the **Design Professional** in preparing the Contract Documents are not Contract Documents.

1.2.7. Contractor. The **Contractor** is the person who is awarded the Contract for the Project herein pursuant to M.G.L. c. 149, §44A or M.G.L. c. 39, §39M; and is identified in the Agreement as such. The term "**Contractor**" is intended to include the **Contractor** as well as its authorized representative(s).

1.2.8. Contract Sum. The Contract Sum is the total amount stated in the Agreement payable by the **City** to the **Contractor** for the completion of the Work in accordance with the Contract Documents.

1.2.9. Contract Time. Unless otherwise provided, the Contract Time is the number of days allotted in the Contract Documents or the dates stated in the Agreement, including authorized adjustments, for Substantial Completion.

1.2.10. Coordination Drawings. Coordination Drawings are those drawings, which are prepared by the **Contractor** or a Subcontractor that show the exact alignment, physical locations, and configuration of the mechanical, electrical, and fire protection installations.

1.2.11. Day. The term "day" shall mean calendar day unless otherwise stated.

1.2.12. Design Professional. The **Design Professional** is the person lawfully licensed to practice architecture, engineering, or landscape architecture and has been selected by the **City** to administer the Contract. The term "**Design Professional**," while referred to in the singular, means the **Design Professional** and/or the **Design Professional's** representative.

1.2.13. Field Order. A Field Order is a written order issued by the **Design Professional** which orders minor changes in the Work, but which does not involve a change in the Contract Sum or the Contract Time.

1.2.14. Final Completion. Final Completion is the point in time when the Design Professional finds that the Work has been fully completed in accordance with the Contract Documents. Final Completion shall be no later than thirty (30) days after Substantial Completion.

1.2.15. General Requirements. General Requirements refer to Sections of Division 1 of the Specifications.

1.2.16. Modification. A Modification is a written instrument that amends the Contract after execution of the Agreement.

1.2.17. Notice to Proceed. A Notice to Proceed is a written notice given by the **City**, or the **Design Professional**, to the **Contractor** fixing the date on which the Contract Time will begin to run and on which the **Contractor** shall start to perform its obligations under the Contract Documents.

1.2.18. Plans. The Plans are the drawings which are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, dimensions, scope, extent, and character of the Work to be furnished and performed by the **Contractor** and which have been prepared or approved by the **Design Professional**.

1.2.19. Product Data. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the **Contractor** to illustrate materials or equipment for some portion of the Work. Product Data are not considered part of the Contract Documents.

1.2.20. Project. The Project is the total Work to be provided under the Contract Documents and may be the whole or a part as indicated elsewhere in the Contract Documents and may include construction by the **City** or by separate contractors. The Project is the Work described in the invitation to bid (advertisement) and Specifications and illustrated by the Plans, including any Modifications.

1.2.21. Project Manual. The Project Manual is the entire set of bidding documents which includes, but is not limited to, the invitation to bid (advertisement), the instructions to bidders, all of the forms, the wage rates, all City and state requirements, the General Terms and Conditions of the Contract, any supplementary conditions thereto, the Plans, the Specifications, and all addenda.

1.2.22. Proposed Change Order. A Proposed Change Order is a Change Order that has been submitted by the **Contractor** to the **Design Professional**, is under review, and has not been approved by the **City**.

1.2.23. Samples. Samples are 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. Samples are not considered part of the Contract Documents.

1.2.24. Shop Drawings. Shop Drawings are all drawings, diagrams, illustrations, schedules, and other information that are specifically prepared or assembled by or for the **Contractor** and submitted by the **Contractor** to illustrate some portion of the Work. Shop Drawings are not considered part of the Contract Documents.

1.2.25. Site. The Site is the location of the Project and of the Work.

1.2.26. Specifications. Specifications are those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.2.27. Subcontractor. A Subcontractor is a person who contracts directly with the **Contractor**, unless otherwise stated.

1.2.28. Submittals. Submittals are those Shop Drawings, Product Data, Samples, or any other required document that are provided to the Design Professional for review and approval.

1.2.29. Substantial Completion. Substantial Completion means that the Work has been completed and the Site or the facility is opened for full and intended public use, except for minor incomplete or unsatisfactory items that do not materially impair the usefulness of the Work. The **Design Professional** shall decide what constitutes “minor,” “incomplete,” “unsatisfactory,” and “materially” and the **Design Professional's** decision shall be final.

1.2.30. Sub-subcontractor. A Sub-subcontractor is a person who has contracted directly with a Subcontractor.

1.2.31. Supplier. A Supplier is a manufacturer, fabricator, distributor, material person, or vendor having a direct contract with the Contractor or with any Subcontractor to furnish materials or equipment to be incorporated into the Work by the Contractor or any Subcontractor.

1.2.32. Work. Work refers to the services and the entire completed construction or the various separately identifiable parts thereof required by the Contract Documents, including all labor, materials, and equipment furnished, furnished and incorporated into the Project, or to be provided by the **Contractor** to fulfill the **Contractor's** obligations. The Work may constitute the whole or a part of the Project.

1.2.33. Construction Change Directive. A Construction Change Directive is a written directive to the **Contractor** ordering an addition to, a deletion from, or a revision to the Work issued on or after the date of the Agreement, signed by the **City**, and recommended by the **Design Professional**.

ARTICLE 2

ABOUT THE CONTRACT DOCUMENTS

2.1. Priority/Conflict.

2.1.1. Priority Among Contract Documents. In the event of conflict among the Contract Documents, the Contract Documents shall be construed according to the following priorities:

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

2.1.1.1. If there is a conflict between the Plans and Specifications, the figured dimensions shall govern over the scaled dimensions. Detailed Plans shall govern over the general Plans. Larger scale Plans shall take precedence over smaller scale Plans. Plans shall govern over Shop Drawings. Whenever notes, specifications, dimensions, details, or schedules in the Specifications or in the Plans, or between the Specifications and the Plans, or in all other instances not specifically noted above, the **Contractor** shall provide, unless otherwise directed by a Modification of the Contract, the better quality or greater quantity of Work at no increase in the Contract Sum or in the Contract Time.

2.1.1.2. Compliance with these priority conditions shall not justify any changes in the Work or any increase in the Contract Sum or Contract Time, unless any such compliance results in Work that may not be reasonably inferred from the Contract Documents as being required to produce the intended result as determined by the **Design Professional**.

2.1.2. Review of the Contract Documents and Field Conditions and Discovery of Conflict, Error, Ambiguity, or Discrepancy. Before starting the Work, and during the progress thereof, the **Contractor** shall carefully study and compare the Contract Documents with each other and with the information furnished by the **City** pursuant to Article 3 and shall at once report to the **Design Professional** any error, inconsistency, or omission the **Contractor** may discover. Any necessary change shall be ordered as provided in Article 11, subject to the requirements of any other provisions of the Contract Documents. The **Contractor** shall not proceed with the Work affected thereby (except in an emergency) until a Modification has been issued. If the **Contractor** proceeds with the Work having discovered such errors, inconsistencies, or omissions contrary to the provisions contained herein, or if by reasonable study of the Contract Documents the **Contractor** could have discovered such, the **Contractor** shall bear all costs arising therefrom. The **Contractor** shall be liable to the **City** for failure to report any conflict, error, ambiguity, or discrepancy of which it knew or should have known.

2.1.3. Field Measurements. The **Contractor** shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the **Contractor** with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the **Design Professional** at once.

2.1.4. Statutory Provisions. The **City** and the **Contractor** recognize that other rights duties and obligations with respect to public construction contracts are provided for by statute, notwithstanding the fact that they may not be provided for in the Contract Documents. In case of conflict between the statutory provisions and other provisions of the Contract Documents and the provisions of any applicable statute, the statutory provisions shall govern.

2.1.5. Voided or Unlawful Provisions. In the event any provision in the Contract is voided or deemed unlawful, such provision shall be deleted without affecting the remainder of the Contract.

2.2. Execution.

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

2.3. Intent.

2.3.1. Entire Agreement. The Contract Documents comprise the entire agreement between the **City** and the **Contractor** concerning the Work. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the **Contractor**. The Contract Documents are complementary; what is required by one shall be as binding as if required by all. Performance by the **Contractor** shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. All Work mentioned or indicated in the Contract Documents shall be performed by the **Contractor** as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

2.3.2. Statutory Provisions. Each and every provision of law, code, and regulation, 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.

2.3.3. Functionally Complete Project. It is the intent of the Contract Documents to describe a functionally complete Project. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the **Contractor**. Any Work, materials, or equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed by the **Contractor** whether or not specifically called for in the Contract Documents.

2.3.4. Indications or Notations. All indications or notations which apply to one of a number of similar situations, materials, or processes shall be deemed to apply to all such situations, materials, or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

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

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

2.3.7. Mechanical, Electrical, and Fire Protection Plans. The mechanical, electrical, and fire protection Plans are diagrammatic only and are not intended to show the alignment, physical locations, or configurations of such Work. Such Work shall be installed without additional cost to the **City** to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to beginning such Work, the **Contractor** shall prepare Coordination Drawings and demonstrate to the **Design Professional's** satisfaction that the installations will comply with the preceding sentence. The **Contractor** shall be solely liable and responsible for any costs and/or delays resulting from the **Contractor's** failure to prepare such Coordination Drawings.

2.3.8. Locations of Fixtures and Outlets. Exact locations of fixtures and outlets shall be obtained from the **Design Professional** as provided in Article 5 before the Work is roughed in. Work installed without such information from the **Design Professional** shall be relocated at the **Contractor's** expense.

2.3.9. Tests. When test boring or soil test information are included with the Contract Documents or otherwise made available to the **Contractor** and such test boring or soil test information was obtained by the **City** for use by the **Design Professional** in the design of the Project or Work, the **City** does not hold out such information to the **Contractor** as an accurate or approximate indication of subsurface conditions, and no claim for extra cost of extension of time resulting from a reliance by the **Contractor** on such information shall be allowed except as otherwise provided herein. Any such reports are not part of the Contract Documents.

2.3.10. Joining Work. Where the Work is to fit with existing conditions or work to be performed by others, the **Contractor** shall fully and completely join the Work with such conditions or work, unless otherwise specified.

2.4. Organization.

2.4.1. Except as provided in M.G.L. c. 149, §44F, the organization of the Specifications into divisions, sections, and articles, and the arrangement of Plans shall not control the **Contractor** in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

2.5. References.

2.5.1. Where codes, manuals, specifications, standards, requirements and publications of public and private bodies are referred to in the Contract Documents whether specifically or by implication, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated. Where statutes are referred to in the Contract Documents whether specifically or by implication, references shall be understood to be to the latest revision.

2.5.2. References herein to particular paragraphs or Articles are solely to facilitate finding additional information with regard to the specific matters and are not to be construed in any way as limiting the possible paragraphs and Articles in which such matters may be found elsewhere in this document.

2.6. Reuse of Design Professional's Written Instruments.

2.6.1. Neither the **Contractor** nor any Subcontractor or Supplier shall have or acquire any title to or ownership rights in any of the Plans, Specifications, or other documents prepared by the **Design Professional** and shall not reuse any of such Plans, Specifications, or other documents without prior written consent of the **City** and the **Design Professional**.

2.7. Written Material of the Contractor.

2.7.1. All written material prepared or collected by the **Contractor** in the course of completing the Work shall be the exclusive property of the **City** and shall not be used by the **Contractor** for any purpose other than the purpose of this Contract.

2.8. Modifying Words.

2.8.1. In the interest of simplicity, modifying words such as “all” and “any” may be omitted, but the fact that such words may be absent from one sentence and appear in another is not intended to affect the interpretation of either statement.

2.9. Use of Certain Words and Terms.

2.9.1. Whenever in the Contract Documents the terms “as ordered,” “as directed,” “as required,” “as allowed,” “as approved,” or terms of like effect or import are used, or the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the **City** or of the **Design Professional** as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise).

2.9.2. The use of any such term or adjective shall not be effective to change the duties and responsibilities of the **City** or the **Design Professional** from those assigned in the Contract Documents or to assign any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

2.9.3. When the words “Contractor,” “Subcontractor,” Sub-subcontractor,” and “Supplier” are used, they are intended to include their employees and agents, unless otherwise specified.

2.10. Modification of the Contract Documents.

2.10.1. Major Modifications. Major Modifications may affect the Contract Sum or the Contract Time. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways, all of which must contain a written endorsement by the **City**:

- 2.10.1.1.** a formal written amendment;
- 2.10.1.2.** a Change Order;
- 2.10.1.3.** a **Construction Change** Directive; or
- 2.10.1.4.** the **Design Professional's** written interpretation, clarification, or decision.

2.10.2. Minor Modifications. Minor modifications do not affect the Contract Sum or the Contract Time. The requirements of the Contract Documents may be supplemented and minor variations and deviations of the Work may be authorized in one or more of the following ways:

- 2.10.2.1.** a Field Order; or
- 2.10.2.2.** the **Design Professional's** approval of a Shop Drawing or Sample.

ARTICLE 3 THE CITY

3.1. Signatory.

3.1.1. All documents which require a signature or an endorsement by the **City** must be signed by the Mayor in order to be deemed ratified by the **City**.

3.2. Requirements to Provide Documents.

3.2.1. To the extent they are available, the **City** shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the Site.

3.2.2. The **City** shall obtain and pay for necessary approvals, easements, assessments, and charges that are customarily secured prior to the execution of the Contract.

3.2.3. The **City** shall furnish information or services required of the **City** hereunder with reasonable promptness after receipt from the **Contractor** of a written request for such information or services.

3.2.4. The **City** shall provide the **Contractor**, at no charge, such copies of the Project Manual as are reasonably necessary for the execution of the Work.

3.3. Clerk of the Works.

3.3.1. The **City** may engage a Clerk of the Works for this Project, in which case the **City** shall, upon request of the **Contractor**, provide the **Contractor** with a written statement of the duties, responsibilities, and limitations of authority of such Clerk of the Works. Except as expressly set forth in such written statement, the Clerk of the Works shall have no authority to approve Work, to approve Change Orders, or to exercise any of the power and authority of the **City** or the **Design Professional**. The Clerk of the Works shall observe the **Contractor's** operations and construction activities for compliance with the Plans and Specifications. The Clerk of the Works shall have access to all areas of the Project at all times. The **Contractor** shall fully cooperate with the Clerk of the Works in the performance of the Clerk's duties.

3.4. City's Right to Perform Construction and to Award Separate Contracts.

3.4.1. The **City** reserves the right to perform construction or operations at the Site with its own forces or others. If the **Contractor** claims that a delay or additional cost is involved because of such action by the **City**, the **Contractor** shall make such Claim as provided elsewhere in the Contract Documents.

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

3.4.3. The **City** shall provide for coordination of the activities of the **City's** own forces and of each separate contractor with the Work of the **Contractor**, who shall cooperate with them. The **Contractor** shall afford each other person access to the Site and shall properly coordinate its Work with that of the persons performing other work. The **Contractor** shall participate with other separate contractors and the **City** in reviewing their construction schedules when directed to do so. The **Contractor** shall make any revisions to the construction schedules deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the **Contractor**, separate contractors, and the **City** until subsequently revised.

3.5. Limitations on the City's Responsibilities.

3.5.1. The **City** shall not supervise, direct, or have control or authority over, nor be responsible for the **Contractor's** means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of the **Contractor** to comply with laws, codes and regulations applicable to the furnishing or performance of the Work. The **City** will not be responsible for the **Contractor's** failure to perform or furnish the Work in accordance with the Contract Documents. The **City** is not responsible for the acts or omissions of the **Contractor**, any Subcontractor, Supplier, or anyone for whose acts the **Contractor**, any Subcontractor or Suppliers may be liable.

3.5.2. The **City's** authority to review any of the **Contractor's** progress schedules, or its decision to raise or not to raise any objections about such schedules shall not impose on the **City** any responsibility for the timing, planning, scheduling, or execution of the Work, nor in any way give rise to any duty or responsibility on the part of the **City** to exercise this authority for the benefit of the **Contractor**, any Subcontractor or Supplier or any other party.

3.5.3. The **City's** decision to raise or not to raise objections with regard to any aspects of the **Contractor's** insurance shall in no way give rise to any duty or responsibility on the part of the **City** to or for the benefit of the **Contractor**, any Subcontractor, any Supplier, or any other party.

3.6. Reservation of Rights.

3.6.1. The **City** reserves the right to correct at any time any error in any progress payment that may have been made.

3.6.2. Should defective Work be discovered subsequent to final payment, the **City** reserves the right to make a claim and recover all costs and professional fees associated therewith, including the cost of removing and/or replacing the defective Work.

3.7. Waivers.

3.7.1. All waivers by the **City** are valid only to the extent that they are signed by the **City**. Any such waivers pertain only to the specific matter contained in the waiver and not to any similar, subsequent matters.

ARTICLE 4 THE DESIGN PROFESSIONAL

4.1. City's Representative.

4.1.1. The **Design Professional** is the **City's** representative (1) during construction, (2) until final payment is due, and (3) with the **City's** concurrence, from time to time during the correction period described in Article 10. The **Design Professional** will advise and consult with the **City**. The **Design Professional** will have authority to act on behalf of the **City** only to the extent provided in the Contract Documents, unless otherwise modified by a written instrument in accordance with other provisions of the Contract.

4.1.2. The duties, responsibilities, and the limitations of authority of the **Design Professional** as the **City's** representative during construction are set forth in the Contract Documents and shall not be extended without the written consent of the **City** and the **Design Professional**.

4.2. Administration of the Contract.

4.2.1. The **Design Professional** will provide administration of the Contract as described in the Contract Documents, unless the **City** has engaged a construction manager.

4.3. Visits to the Site.

4.3.1. The **Design Professional** will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the **Design Professional** will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, engineer, or landscape architect, the **Design Professional** will keep the **City** informed of progress of the Work in writing and will endeavor to guard the **City** against defects and deficiencies in the Work.

4.4. Communications Facilitating Contract Administration.

4.4.1. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the **City** and the **Contractor** shall endeavor to communicate through the **Design Professional**. Communications by and with the **Design Professional's** consultants shall be through the **Design Professional**. Communications by and with Subcontractors and Suppliers shall be through the **Contractor**. Communications by and with **City** employees and separate contractors shall be through the **City**.

4.4.2. When it deems it necessary or expedient, the **City** may communicate directly with the **Contractor**, any Subcontractors, Suppliers, or consultants.

4.5. Certification of Applications for Payment.

4.5.1. Based on the **Design Professional's** observations and evaluations of the **Contractor's** applications for payment, the **Design Professional** will review and certify the amounts due the **Contractor** and will issue certificates for payment in such amounts.

4.6. Rejection of Work.

4.6.1. The **Design Professional** will have authority to reject or disapprove Work (1) that does not conform to the Contract Documents; (2) that the **Design Professional** believes to be defective; and (3) that the **Design Professional** believes will not produce a completed Project conforming 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. Whenever the **Design Professional** considers it necessary or advisable for implementation of the intent of the Contract Documents, the **Design Professional** will have authority to require additional inspection or testing of the Work in accordance with Article 9, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the **Design Professional** nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the **Design Professional** to the **Contractor**, Subcontractors, Suppliers, or other persons performing portions of the Work.

4.7. Review of Submittals.

4.7.1. The **Design Professional** will review or take other appropriate action upon the **Contractor's** submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and only to the extent that the **Design Professional** believes desirable to protect the **City's** interest. The **Design Professional's** action will be taken with reasonable promptness, while allowing sufficient time in the **Design Professional's** professional judgment to permit adequate review, taking into account the

time periods set forth in the latest schedule prepared by the **Contractor** and approved by the **Design Professional**. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the **Contractor** as required by the Contract Documents. The **Design Professional's** review of the **Contractor's** submittals shall not relieve the **Contractor** of the obligations under Article 5. The **Design Professional's** review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The **Design Professional's** approval of a specific item shall not indicate approval of an assembly of which the item is a component. After the rejection of the second resubmittal of any one Submittal, the **Contractor** shall bear the cost of the review of each subsequent resubmittal.

4.8. Preparation of Change Orders and Construction Change Directives.

4.8.1. The **Design Professional** will prepare Change Orders and **Construction Change** Directives and may authorize minor Modifications in the Work as provided in Article 11.

4.9. Inspections.

4.9.1. The **Design Professional** will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; will receive and forward to the **City** for the **City's** review and records written warranties and related documents required by the Contract and assembled by the **Contractor**; and will issue a final certificate for payment upon the **Contractor's** compliance with all of the requirements of the Contract Documents.

4.10. Interpretations, Clarifications, and Decisions.

4.10.1. The **Design Professional** will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the **City** or the **Contractor**. The **Design Professional's** response to such requests will be made with reasonable promptness and within the time set forth in the Agreement between the **City** and the **Design Professional**. Any such written interpretations, clarifications, and decisions shall be binding on the **Contractor**.

4.10.2. Interpretations, clarifications, and decisions of the **Design Professional** will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. The **Design Professional** will not be liable to the **Contractor**, any Subcontractor, or Supplier for results of interpretations, clarifications, or decisions so rendered in good faith.

4.10.3. The **Design Professional** may, as the **Design Professional** judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work; such drawings or instructions may be effected by a Field Order or other notice to the **Contractor**, and provided such drawings or instructions are reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or instructions without any additional cost or an extension of the Contract Time.

4.10.4. The **Design Professional's** decisions on matters relating to aesthetic effect must be consistent with the **City's** and will be final.

4.11. Limitation on the Design Professional's Responsibilities.

4.11.1. Neither the **Design Professional's** authority to act under the provisions of the Contract Documents nor any decision made by the **Design Professional** in good faith to exercise or not to exercise such authority shall give rise to any duty or responsibility of the **Design Professional** to the **Contractor**, any Subcontractor, any Supplier, any surety for any of them or any other person.

4.11.2. The **Design Professional** will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the **Contractor's** responsibility as provided in Article 5. The **Design Professional** will not be responsible for the **Contractor's** failure to carry out the Work in accordance with the Contract Documents. The **Design Professional** will not have control over or charge of and will not be responsible for acts or omissions of the **Contractor**, Subcontractors, Suppliers, or of any other persons performing portions of the Work.

**ARTICLE 5
THE CONTRACTOR**

5.1. Relationship with the City.

5.1.1. The **Contractor** is an independent contractor and not an employee of the **City**. The **Contractor** is engaged by virtue of the Contract to perform only those services contained therein. The **Contractor** is not authorized to contract on behalf of the **City** or to incur any liability on the part of the **City**.

5.2. Code of Conduct.

5.2.1. M.G.L. c. 268A establishes standards of conduct for officials and employees of the **City**. The **Contractor** shall familiarize itself with the statute and act accordingly.

5.3. Quality Assurance.

5.3.1. The **Contractor** shall be responsible for ensuring that it, all Subcontractors, Suppliers, and all persons employed to do the Work under the Contract Documents perform in a professional manner, provide a high quality of service and Work, and perform in accordance with the Contract Documents.

5.4. Supervision.

5.4.1. Competence and Efficiency. The **Contractor** shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills, attention and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

5.4.2. Construction Means, Methods, Techniques, Etc. The **Contractor** shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract. Where the Contract Documents refer to particular construction means, methods, techniques, sequences, or procedures or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the **Contractor** shall be such as to produce at least the quality of Work implied by the operations described. The actual determination of whether or not the described operations may be safely and suitably employed on the Work shall be the responsibility of the **Contractor**, who shall notify the **Design Professional** in writing, prior to implementation, of the actual means, methods, techniques, sequences, or procedures which will be employed on the Work, if these differ from those mentioned in the Contract Documents. All loss, damage, liability or cost of correcting defective work arising from the employment of any construction means, methods, techniques, sequences, or procedures shall be borne by the **Contractor**, notwithstanding that such construction means, methods, techniques, sequences, or procedures are referred to, indicated or implied by the Contract Documents, unless the **Contractor** has given timely notice to the **City** and the **Design Professional** in writing that such means, methods, techniques, sequences, or procedures are not safe or suitable, and the **City** has then instructed the **Contractor** in writing to proceed at the **City's** risk.

5.4.3. Variance between the Contract Documents and Statutes, Ordinances, Codes, Rules, and Regulations. The **Contractor** shall promptly notify the **Design Professional** and the **City** in writing of any variances between the Contract Documents and statutes, ordinances, codes, rules, and regulations. If the **Contractor**, without written notice to the **Design Professional** and the **City**, performs Work knowing that it is contrary to statutes, ordinances, codes, rules, and regulations, the **Contractor** shall assume full responsibility for such Work and shall bear the costs associated therewith, i.e., replacement, repairs, removal, and fines.

5.4.4. Acts and Omissions. The **Contractor** shall be responsible to the **City** for the acts and omissions of all persons performing or supplying the Work.

5.4.5. Inspections. The **Contractor** shall be responsible for inspection of portions of Work already performed under this Contract to determine whether such portions are in proper condition to receive subsequent Work.

5.5. Personnel.

5.5.1. Suitability. The **Contractor** shall provide competent, properly licensed and/or certified, suitably qualified, and reliable personnel to perform the Work required by the Contract Documents. The **Contractor** shall enforce strict discipline and maintain good order at the site at all times. The **Contractor** shall not employ any Subcontractor, Supplier, or other person, whether initially or as a substitute, against whom the **City** may have reasonable objection. Acceptance of any Subcontractor or other person by the **City** shall not constitute a waiver of any right of the **City** to reject defective Work.

5.5.2. Sexual Harassment. Sexual harassment is an unlawful practice under M.G.L. c. 151B. The **Contractor**, Subcontractors, and all other persons responsible for any portion of the Work shall refrain from engaging in sexual harassment. The **Contractor** shall be responsible for any acts of sexual harassment committed by any persons responsible for any portion of the Work. The **Contractor** shall take appropriate action against any such individuals.

5.5.3. Weapons and Illegal Drugs. No weapons or illegal drugs are permitted on the Site. It is the responsibility of the **Contractor** to ensure that no weapons or illegal drugs are brought to the Site.

5.5.4. Maximum Work Day and Work Week. (*Reference:* M.G.L. c. 149, §§30 and 34;). No laborer, worker, mechanic, foreperson or inspector working within this Commonwealth in the employ of the **Contractor**, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one day or more than forty-eight (48) hours in any one week, or more than six (6) days in any one week, except in cases of emergency.

5.5.5. Lodging. (*Reference:* M.G.L. c. 149, §25;). Every employee under this Contract shall lodge, board and trade where and with whom he or she elects, and neither the **Contractor** nor its agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.

5.5.6. Wage Rates. (*Reference:* M.G.L. c. 149, §27). Mechanics and apprentices, teamsters, chauffeurs and laborers performing Work shall be paid no less than the minimum rate of wages included in the bid documents and the Project Manual and which are made part of the Contract. They shall continue to be the minimum rate of wages for said employees during the life of the Contract. The **Contractor** shall keep a legible copy of the wage rates posted in a conspicuous place at the site during the life of the Contract. These rates of wages shall include payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans as provided in M.G.L. c. 149, §26; and such payments shall be considered as payments to persons under M.G.L. c. 149, §27 performing work as therein provided. If the **Contractor** does not make payments to a health and welfare plan, a pension plan and a supplementary unemployment benefit plan, where such payments are included in the rates of wages, the **Contractor** shall pay the amount of said payments directly to each employee engaged in the Work. If the **Contractor** pays less than the rate of wages, including payments to health and welfare funds and pension funds, or the equivalent payments in wages to any person performing Work within the classifications as determined by the Commissioner of Labor and Industries, and if the **Contractor** takes or receives for its own use or the use of any other person, as a rebate, refund or gratuity, or in any other guise, any part or portion of the wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, paid to such person for Work done or service rendered on the Project, the **Contractor** will be subject to the penalties set forth in M.G.L. c. 149, §27. Notwithstanding the foregoing and the requirements of 5.5.7.1 and 5.5.7.2 below, if the Contract is federally funded, federal labor standards apply, including Davis Bacon minimum wage rates and payroll reporting requirements. See the "Federal Requirements" section at the end of these contract documents.

5.5.7. Payroll Records of Employees. (*Reference:* M.G.L. c. 149, §27B;). The **Contractor** and all Subcontractors who are subject to M.G.L. c. 149, §27 and 27A shall keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs, and laborers performing Work showing the name, address and occupational classification of each such employee, the hours worked by and the wages paid to all such employees. The **Contractor** and the Subcontractors shall submit a copy of said record to the **City** on a weekly basis.

5.5.7.1. (*Reference:* M.G.L. c. 149, §27B;). The **Contractor** and all Subcontractors who are subject to M.G.L. c. 149, §27 and 27A shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

5.5.7.2. (*Reference:* M.G.L. c. 149, §27B). The **Contractor** and all Subcontractors who are subject to M.G.L. c. 149, §27 and 27A shall furnish to the Commissioner of Labor and Industries and the **City** within fifteen (15) days after completion of their portion of the Work a statement executed by the **Contractor** or Subcontractor or by any authorized officer or employee of the **Contractor** or Subcontractor who supervises the payment of wages in the form found in M.G.L. c.149, §27B.

5.6. Superintendence.

5.6.1. Employment of a Superintendent. The **Contractor** shall employ a competent, properly licensed superintendent, reasonably acceptable to the **City**, and necessary assistants who shall be in attendance at the Site full time during the progress of the Work until the date of Substantial Completion and for such additional time thereafter as the **Design Professional** or the **City** may determine to be necessary for the expeditious completion of the Work, including final completion. If continually in the employ of the Contractor, the same Superintendent shall be assigned to this project.

5.6.2. Removal/Replacement of a Superintendent. The **Contractor** shall remove the superintendent if requested to do so in writing by the **City** and shall promptly replace such superintendent with a competent person reasonably acceptable to the **City**. The superintendent shall represent the **Contractor**, and communications given to the superintendent shall be as binding as if given to the **Contractor**. The **Contractor** shall not replace the superintendent without written notice to the **City** and the **Design Professional**.

5.6.3. Registered Professional Engineer or Registered Land Surveyor. The **Contractor** shall retain a competent Registered Professional Engineer or Registered Land Surveyor, acceptable to the **Engineer**, who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated Work such as, but not limited to, roads, utilities, and site grading. The Engineer or Land Surveyor shall certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

5.6.4. Building Grades, Lines, Etc.; The **Contractor** shall establish the building grades; lines; levels; and column, wall and partition lines required by the various Subcontractors in laying out their Work.

5.6.5. Coordination and Supervision. The **Contractor** shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The **Contractor** and all Subcontractors shall at all times afford each trade, any separate contractor, or the **City**, every reasonable opportunity for the installation of Work and the storage of materials.

5.6.6. Job Meetings. There shall be job meetings held on a weekly basis, or more often if required by the **City**. The **Contractor** shall arrange for and attend weekly job meetings with the **Design Professional** and such other persons as the **Design Professional** may from time to time wish to have present. The **Contractor** shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the **Contractor's** own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence is requested by the **Design Professional**. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, Change Orders, time schedules and workforce power. Any notices required under the Contract may be served on such representatives.

5.7. Materials, Labor, Equipment, Etc.

5.7.1. Provision of. Unless otherwise provided in the Contract Documents, the **Contractor** shall furnish and assume full responsibility for all 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 furnishing, performance, testing, start-up, and completion of the Work. The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings, and in accordance with the directions of the Design Professional or CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the contract and specifications, and shall do, carry on and complete the entire work to the satisfaction of the Design Professional and CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT).

5.7.1.1. The Contractor shall furnish, install and/or maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations. Nothing in this Section shall be construed as forbidding the use of facilities available in existing buildings on the job site if they meet the above requirements and the use of them will not interfere with the progress of the work.

5.7.2. Quality and Use of. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the **Design Professional**, the **Contractor** shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

5.7.3. Discrepancies or Defects. If the **Contractor** is unable to perform its Work because of discrepancies or defects in the work of the **City's** own forces or of a separate contractor, the **Contractor** shall immediately notify the **Design Professional** and the **City** in writing of the conditions that render unable to so perform. Failure to notify the **Design Professional** constitutes an acknowledgment and acceptance of the other work as being fit and proper for integration with the **Contractor's** Work except for latent or non-apparent defects and deficiencies in the other work.

5.8. Contractor's Management and Financial Statement Requirements. (Reference: M.G.L. c. 30, §39R)

5.8.1. The words defined herein shall have the meaning stated below whenever they appear in this Paragraph:

5.8.1.1. "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to M.G.L. c.149, §44A-H or M.G.L. c. 30, §39M, inclusive.

5.8.1.2. "Contract" means any contract awarded or executed pursuant to M.G.L. c. 149, §44A-H or M.G.L. c. 30, §39M, which is for an amount or estimate amount that exceed the dollar amount set forth in M.G.L. c. 30, §39R.

5.8.1.3. "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

5.8.1.4. "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his/her residence or principal office and who is

in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the City.

5.8.1.5. "Audit," when used in regard to financial statement, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

5.8.1.6. "Accountant's Report," when used in regard to financial statements, means a document in which an independent certified accountant indicates the scope of the audit which s/he has made and sets forth his/her opinion regarding the financial statements taken as a whole with listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.

5.8.1.7. "Management," when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.

5.8.1.8. Accounting terms, unless otherwise defined herein shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

5.8.2. The Contractor shall make, and keep for at least six (6) years after final payment, books, Records, and accounts that in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.

5.8.2.1 Federal Requirements: The Contractor shall permit the City, HUD and/or any other administering agency named herein, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, and records of the Contractor which are directly pertinent to a specific HUD program for the purpose of making audits, examinations, excerpts, and transcriptions.

5.8.3. Until the expiration of six (6) years after final payment, the Office of the Inspector General, and the Deputy Commissioner of the Division of Capital Asset Management shall have the right to examine any books, documents, papers or Records of the Contractor or of its Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or its Subcontractors.

5.8.4. The Contractor shall describe any change in the method of maintaining Records or recording transactions which materially affect any statements filed with the City, including in its description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's Independent Certified Public Accountant approving or otherwise commenting on the changes.

5.8.5. The Contractor shall file a Statement of Management on internal accounting controls as set forth below prior to the execution of the Contract.

5.8.6. The Contractor shall file prior to the execution of the contract and shall continue to file annually, an Audited Financial Statement for the most recent completed fiscal year as set forth below.

5.8.7. The Contractor shall file with the City a Statement of Management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

5.8.7.1. transactions are executed in accordance with Management's general and specific authorization;

5.8.7.2. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets;

5.8.7.3. access to assets is permitted only in accordance with Management's general or specific authorization; and

5.8.7.4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any difference.

5.8.7.5. The Contractor shall also file with the City a statement prepared and signed by an Independent Certified Public Accountant stating that s/he has examined the Statement of Management on internal accounting controls, and expressing an opinion as to:

5.8.7.5.1. whether the representation of Management in response to this paragraph and paragraphs

5.8.2. through 5.8.6 above are consistent with the result of Management's evaluation of the system of internal accounting controls; and

5.8.7.5.2. whether such representations of Management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

5.8.8. The Contractor shall annually file with the Commissioner of the Division of Capital Asset Management during the term of the contract a financial statement prepared by an Independent Certified Public Accountant on the basis of an Audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the City upon request.

5.8.9. The City's Contracting Department, its authorized representative and agents and the HUD Representative for the Secretary shall, at all times have access to and be permitted to observe and review all work materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) through its authorized representatives or agents. Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in G.L. 4, §7 or equivalent federal legislation. They shall not be made available to the public, but shall be available only to the governmental authorities named herein.

5.9. Taxes.

5.9.1 The Contractor shall pay all sales, consumer, use, and other similar taxes for the Work or portions thereof which are provided by the Contractor which are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect. However, the Contractor shall not pay, and the City shall not reimburse or pay the Contractor for, any sales taxes for building supplies or materials for which an exemption is provided in M.G.L. c. 64H, §6(f). The City's tax exemption number to be used by the Contractor in this regard is E04-600-1414.

5.10. Permits, Licenses, and Fees.

5.10.1 Unless otherwise provided, the Contractor shall obtain and pay the fees for all permits, licenses, and inspections that are necessary for the proper execution and completion of the Work and which are customarily secured after execution of the Contract and which are legally required. All fees for permits, licenses, and inspections required by any City department shall be waived. Unless otherwise agreed by the Awarding Authority in writing, the Contractor shall, prior to commencement of the work, (i) meet with the City of Somerville Inspectional Services Department to determine what permits are needed for the work; (ii) obtain all such permits; and (iii) provide copies of such permits to the Awarding Authority. Permits shall include, without limitation, demolition, foundation, digsafe, and building permits; permits for removal, sealing up, or installation of utilities, including gas, electrical, water and sewer; and permits for obstructing public streets and sidewalks.

5.11. Notices Required By Statutes, Ordinances, Codes, Rules, Regulations, and Orders of the City.

5.11.1 The Contractor shall give notices required by statutes, ordinances, codes, rules, regulations, and orders of the City bearing on performance of the Work.

5.12. Additional Information from Design Professional.

5.12.1. The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Article 4.

5.12.2. The Contractor shall give the Design Professional timely notice of any additional Plans, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work.

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

5.13. "Or equal."

5.13.1. Requirements for Substitutions. (Reference: M.G.L. c. 30, §39M(b).) Where products or materials are prescribed by manufacturer name, trade name, or catalog reference, the words "or approved equal" shall be understood to follow. An item shall be considered equal to the item so named or described if, in the opinion of the Design Professional:

5.13.1.1. it is at least equal in quality, durability, appearance, strength, and design;

5.13.1.2. it performs at least equally the function imposed by the general design for the Work;

5.13.1.3. it conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the Specifications.

5.13.2. Net Savings. No proposed substitution will be permitted unless the Contractor certifies that the proposed substitution will yield a net savings to the City and will not extend the Contract Time.

5.13.3. Contractor's Expense. Any structural or mechanical changes made necessary to accommodate substituted

equipment under this paragraph (including but not limited to engineering fees) shall be at the expense of the **Contractor** or **Subcontractor** responsible for the Work item.

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

5.13.3.2. All data to be provided by the **Contractor** in support of any proposed “or equal” or substitute item will be at the **Contractor's** expense.

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

5.13.5. Named Manufacturer's Product. In all cases in which a manufacturer's name, trade name, or other proprietary designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phrase “or equal” is used after such name, the **Contractor** shall furnish the product of the name manufacturer(s) without substitution, unless a written request for a substitute has been submitted by the **Contractor** and approved in writing by the **Design Professional** as provided in the following paragraph.

5.13.6. Deviations. If the **Contractor** proposes to use a material which while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the **Contractor** shall inform the **Design Professional** in writing of the nature of such deviations at the time the material is submitted for approval and shall request written approval of the deviation from the requirements of the Contract Documents.

5.13.7. Rejection of Deviations. In requesting approval of deviations or substitutions, the **Contractor** shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the **Design Professional**, the evidence presented by the **Contractor** does not provide a sufficient basis for such reasonable certainty, the **Design Professional** may reject such substitution or deviation without further investigation.

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

5.13.9. Warranty. The warranties provided herein shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

5.13.10. Design Professional's Approval. The **Design Professional** will be the sole judge of acceptability. No “or equal” or substitute will be ordered, installed, or utilized without the **Design Professional's** prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The **City** may require the **Contractor** to furnish at the **Contractor's** expense a special performance guarantee or other surety with respect to any “or equal” or substitute. The **Design Professional** will record the time required by the **Design Professional** and its consultants in evaluating substitutes proposed or submitted by the **Contractor** and in making changes in the Contract Documents (or in the provisions of any other direct contract with the **City** for work on the Project) occasioned thereby. Whether or not the **Design Professional** accepts a substitute item so proposed or submitted by the **Contractor**, the **Contractor** shall reimburse the **City** for the charges of the **Design Professional** and its consultants for evaluating each such proposed substitute item.

5.14. Substitute Construction Methods or Procedures.

5.14.1 If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, the **Contractor** may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to the **Design Professional**. The **Contractor** shall submit sufficient information to allow the **Design Professional**, in the **Design Professional's** sole discretion, to determine whether the substitute

proposed is equivalent to that expressly called for by the Contract Documents.

5.15. Contractor's Progress Schedule.

5.15.1. Before Starting Construction. Within ten (10) days after the date of the Notice to Proceed, the **Contractor** shall submit to the **Design Professional** for review:

5.15.1.1. a preliminary progress schedule indicating the times (number of days or dates) for starting and completing the various stages of the Work;

5.15.1.2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

5.15.1.3. a refined schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Sum and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

5.15.2. Review of Progress Schedule. At least ten (10) days prior to the commencement of construction, the **Design Professional**, the **Contractor**, and any other appropriate persons will meet to review and discuss the acceptability to the **Design Professional** of the progress schedule. The **Contractor** will have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedule. No progress payment shall be made to the **Contractor** until the schedule is submitted to and found acceptable by the **Design Professional** as provided below.

5.15.3. Acceptability of Progress Schedule. The progress schedule will be acceptable to the **Design Professional** if, according to the **Design Professional**, it provides an orderly progression of the Work to completion within any specified time frame, but such acceptance will neither impose on the **Design Professional** responsibility for the sequencing, scheduling, or progress of the Work nor interfere with or relieve the **Contractor** from the **Contractor's** full responsibility therefore. The **Contractor's** schedule of Submittals must be acceptable to the **Design Professional** in providing a workable arrangement for reviewing and processing the required Submittals. The **Contractor's** schedule of values must be acceptable to the **Design Professional** as to form and substance.

5.15.4. Sepia and Copies. After the **Design Professional** has approved the schedule, the **Contractor** shall submit to the **Design Professional** one (1) sepia and four (4) copies bearing the **Contractor's** stamp of approval as a representation to the **City** that the **Contractor** has determined or verified all data on that progress schedule and that the **Contractor**, the Subcontractors and Suppliers have reviewed and coordinated the sequences in that progress schedule with the requirements of the Work.

5.15.5. Adjustment of Schedule. The **Contractor** shall adhere to the established progress schedule which may be adjusted from time to time as follows: the **Contractor** shall submit to the **Design Professional** for acceptance proposed adjustments in the progress schedule that will not change the Contract Time. Such adjustments will conform generally to the progress schedule then in effect and will comply with any provisions of the requirements applicable thereto.

5.15.6. During Construction. The **Contractor** shall submit monthly progress schedules to the **Design Professional**. The schedules shall stay current with the **Contractor's** approach to the Work remaining.

5.15.7. Schedule of Submittals. The **Contractor** shall prepare and keep current, for the **Design Professional's** approval, a schedule of Submittals that is coordinated with the **Contractor's** construction schedule and allows the **Design Professional** reasonable time to review Submittals.

5.16. Project Coordination.

5.16.1. In General. The **Contractor** shall be responsible for the proper coordination of the Work of all of the trades.

5.16.2. Coordination with Subcontractors. The **Contractor** shall coordinate the work of each Subcontractor with the Work of every other Subcontractor whose Work affects the other.

5.16.3. Coordination with the City's Own Forces or Separate Contractors. The **Contractor** shall coordinate its operations with those of the **City's** own forces or separate contractors. The **Contractor** shall provide the **City's** own forces and separate contractors a reasonable opportunity for the handling, unloading and storage of their materials and equipment and execution of their work. The **Contractor** shall connect and coordinate its Work with theirs.

5.16.4. Coordination with Utility Companies. The **Contractor** shall coordinate its operations with all the appropriate utility companies to assure that the utilities required on the Project are available and functioning properly pursuant to the requirements of the Contract Documents.

5.17. Project Photographs.

5.17.1. In General. The **Contractor** shall take, at its own expense, interior and exterior photographs at the site, from different vantages as directed by the **Design Professional** or the **City**, before beginning any Work and thereafter, at a minimum, on the first work day of each month until final completion of the Work, including final Site photos. Photos shall be taken of any

Work that will be buried or concealed while the Work is still exposed. The photographs shall be taken by a skilled commercial photographer. The number of photographs required shall be at the discretion of the **City** or the **Design Professional**. One aerial photo shall be required a) prior to commencement of the work and b) at the completion of the work. See Section 01320 – Construction Progress Documentation.

5.17.2. Prints and Digital Media. Within fourteen (14) days after the photographs have been taken, the **Contractor** shall cause prints to be made and delivered to the **City** and the **Design Professional**. All photographs shall be 8” x 10”. Each print shall state the date of the photograph, the name of the Project, the description of the view and the name and address of the photographer. The **City** shall receive one glossy print of each photo as well as all prints in digital form on compact disc. The **Design Professional** shall receive one glossy print.

5.17.3. Failure to Comply. Should the **Contractor** fail to adhere to any requirement set forth in the previous two paragraphs, the **City** may have the photographs taken at the **Contractor's** expense or receive a set-off against the **Contractor's** next application for payment.

5.18. Record Documents and Samples at the Site.

5.18.1 The **Contractor** shall maintain in a safe place at the site one record copy of all Plans, Specifications, Modifications, Change Orders, **Construction Change** Directives, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to the **Design Professional** for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered by the **Contractor** to the **Design Professional** for the **City**.

5.19. Submittals.

5.19.1. Purpose. The purpose of Submittals is to demonstrate for those portions of the Work for which Submittals are required the way the **Contractor** proposes to conform to the information given and the design concept expressed in the Contract Documents.

5.19.2. Submittal Procedure. Within ten (10) days from the Notice to Proceed, the **Contractor** shall submit to the **Design Professional** a completed Submittals schedule. The **Contractor** shall review, approve, and submit to the **Design Professional** Submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the **City** or of separate contractors. Submittals made by the **Contractor** that are not required by the Contract Documents may be returned without action. The schedules shall be updated and resubmitted each month. All Submittals will be identified as the **Design Professional** may require and in the number specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the **Design Professional** the materials and equipment that the **Contractor** proposes to provide and to enable the **Design Professional** to review the information for the limited purposes stated below.

5.19.3. Samples. The **Contractor** shall also submit Samples to the **Design Professional** for review and approval in accordance with said accepted schedule of Submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as the **Design Professional** may require to enable the **Design Professional** to review the Submittal for the limited purposed stated below. The numbers of each Sample to be submitted will be as specified in the Specifications. Unless otherwise specified in the Specifications, three (3) specimens of each Sample shall be submitted.

5.19.3.1. The Samples shall be of sufficient size to permit proper evaluation of material. Where variations in color or other characteristics are to be expected, samples showing the minimum range of variation shall be submitted. Materials exceeding the range of variation of the approved Samples will not be approved on the Work.

5.19.3.2. All costs associated with delivery of Samples will be paid by the **Contractor**.

5.19.4. Contractor's Verifications. Before submitting each Submittal, the **Contractor** shall have determined and verified:

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

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

5.19.4.3. all information relative to the **Contractor's** sole responsibilities in respect of means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.

5.19.5. Contractor's Representations. By approving and providing Submittals, the **Contractor** thereby represents that the **Contractor** has determined and verified all dimensions, quantities, field dimensions, relations to existing Work, coordination with Work to be installed later, coordination with information on previously accepted Submittals and verification of

compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the **Contractor**. In reviewing Submittals, the **Design Professional** shall be entitled to rely upon the **Contractor's** representation that such information is correct and accurate.

5.19.6. Coordination. The **Contractor** shall also have reviewed and coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.

5.19.7. Stamp or Specific Written Indication. Each Submittal will bear a stamp or specific written indication that the **Contractor** has satisfied the **Contractor's** obligations under the Contract Documents with respect to the **Contractor's** review and approval of that Submittal.

5.19.8. Written Notice of Variations. At the time of each Submittal, the **Contractor** shall give the **Design Professional** specific written notice of such variations, if any, that the Submittal may have from the requirements of the Contract Documents. Such notice is to be in a written communication separate from the Submittal. Moreover, the **Contractor** shall make a specific notation on each Submittal to the **Design Professional** for review and approval of each such variation.

5.19.9. Review and Approval by the Design Professional. The **Contractor** shall perform no portion of the Work requiring a Submittal until the respective Submittal has been approved by the **Design Professional**. Such Work shall be in accordance with approved Submittals.

5.19.9.1. The **Design Professional** will review and approve Submittals in accordance with the schedule of Submittals accepted by the **Design Professional** as required above. The **Design Professional'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 in the Contract Documents. The **Design Professional's** review and approval will not extend to means, method, technique, sequences, or procedures of construction (except where a particular means, method, technique, sequences or procedures 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.

5.19.10.Deviations. The **Contractor** shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the **Design Professional's** approval of Submittals unless the **Contractor** has specifically informed the **Design Professional** in writing of such deviation at the time of Submittal and the **Design Professional** has given written approval to the specific deviation. The **Contractor** shall not be relieved of responsibility for errors or omissions in Submittals by the **Design Professional's** approval thereof.

5.19.11.Revisions. The **Contractor** shall make corrections required by the **Design Professional** and shall return the required number of corrected copies of Submittals and submit as required new Submittals for review and approval. The **Contractor** shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the **Design Professional** on previous Submittals. Unless such written notice has been given, the **Design Professional's** approval of a resubmitted Submittal shall not constitute approval of any changes not requested on the prior Submittal.

5.19.12.Related Work. Where a Submittal is required by the Contract Documents or the schedule of Submittals accepted by the **Design Professional**, any related Work performed prior to the **Design Professional's** review and approval of the pertinent Submittal will be at the sole expense and responsibility of the **Contractor**.

5.19.13.Informational Submittals. Informational Submittals upon which the **Design Professional** is not expected to take responsive action may be so identified in the Contract Documents.

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

5.20. Continuing the Work.

5.20.1. The **Contractor** shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the **City**. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as otherwise provided herein or as the **City** and the **Contractor** may agree in writing.

5.21. Use of Site; Access to Work.

5.21.1. The right of possession of the premises and the improvements made thereon by the **Contractor** shall remain at all times in the **City**. The **Contractor's** right to entry and use thereof arises solely from the permission granted by the **City** under the Contract Documents. The **Contractor** shall confine the **Contractor's** apparatus, the storage of materials, and the operations of the **Contractor's** workers to limits indicated by law, ordinance, the Contract Documents and permits and/or directions of the **Design Professional** and shall not unreasonably encumber the premises with the **Contractor's** materials. The **City** shall not be liable to the **Contractor**, the Subcontractors, Suppliers, or anyone else with respect to the conditions of the premises, except for a condition caused directly and solely by the negligence of the **City**.

5.21.2. At all times, the City and the Design Professional shall have access to the Work.

5.22. Protection of Persons and Property.

5.22.1. In General. The Contractor shall be responsible for initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the Contract. The Contractor is responsible for the implementation of all Federal, State, and local health and safety requirements. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT).

The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays and holidays, as necessary, from the time the work is commenced until final completion and acceptance. Sufficient lighting shall be provided to aid in the prevention of injury to passersby or vandalism to the property or other illegal activities.

The Contractor shall avoid damage as a result of its operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc. and the Contractor shall at its own expense completely repair any damage thereto caused by its operations.

The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structure adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of work. The Contractor shall indemnify and save harmless the City of Somerville and CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) from any liability for damages on account of settlement or the loss of lateral support of adjoining property resulting from the Contractor's failure to comply with this section.

5.22.1.1. If this contract is in excess of \$100,000 and is federally funded, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

5.22.1.2. If this contract is in excess of \$2,000 and is federally funded, the Contractor shall comply with Sections 103 and 107 of the Contract Work Hours Safety Standards Acts (40 U.S.C. 327-333), as supplemented by Department of Labor regulations at 29 CFR part 5. To that end, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The Contractor shall ensure that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

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

5.22.2.1. employees on the site and other persons who may be affected thereby;

5.22.2.2. the Work, materials, and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor, Subcontractors, or Sub-subcontractors;

5.22.2.3. other property at the site or adjacent or in close proximity thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and

5.22.2.4. any other property of the City, whether or not forming part of the Work, located at the site or adjacent thereto in areas to which the Contractor has access.

5.22.3. Notices and Compliance. The Contractor shall give notices and comply in all other respects with applicable laws, ordinances, rules, regulations, codes, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss. The Contractor shall notify owners of adjacent and nearby properties of underground facilities and 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.

5.22.3.1. Should the Contractor in the execution of his work uncover or discover utility service lines not indicated on the relevant drawings, or that do not show signs of singular service to any existing structures being demolished, the Contractor shall cease work in that area immediately and promptly notify the Public Works Department. Within forty-eight hours, the Public Works Department will inspect the site and issue written instructions to the Contractor. The Contractor shall proceed

with only after such written instructions have been received and shall proceed in full compliance with such instructions. The above mentioned situation or similar circumstances and/or modification if any, shall not relieve the Contractor from his responsibilities in this Contract and also it is without prejudice to any and all rights of CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) covering this said contract and surety or bonds.

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

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

5.22.6. Damage to Property. The Contractor shall promptly remedy damage and loss to property referred to above. If the damage or loss is due in whole or in part to the Contractor's failure to take the precautions required herein, the Contractor shall bear the cost, subject to any reimbursement to which the Contractor is entitled under property insurance required by the Contract Documents. The Contractor shall be fully and solely responsible for all Work and other operations carried out on adjacent properties. The insurance required under Article 8 shall cover such Work or operations, and the Contractor shall indemnify and defend the City, the Design Professional, and the owners of such adjacent or nearby properties from and against all claims, suits, losses, or costs arising out of such Work or operations.

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

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

5.22.9. Snow and Ice Removal. The Contractor shall remove snow and ice that might result in damage or delay.

5.22.10. Safety Representative. The 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.

5.22.11. Weather Protection. (Reference: M.G.L. c. 149, §44F(1).) The Contractor shall install weather protection and furnish adequate heat in the protected area from November 1 through March 31. In the event of temporary suspension of work, during inclement weather, the Contractor will carefully protect and will cause his subcontractors to carefully protect all work and materials against damage or injury from the weather. If, in the opinion of the Design Professional or CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT), any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect the work, such work or materials shall be removed and replaced at the expense of the Contractor. These Specifications are not to be construed as requiring enclosures or heat for operations that are not economically feasible to protect in the judgment of CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT). Included in the preceding category, without limitation, are such items as site work, excavation, pile driving, steel erection, erection of certain "exterior" wall panels, roofing, and similar operation:

(1) "WEATHER PROTECTION" shall mean the temporary protection of that work adversely affected by moisture, wind and cold, by covering, enclosing and/or heating.

This protection shall provide adequate working areas during the months of November through March as determined by the Design Professional and consistent with the approved construction schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of construction operations. The General Contractor shall furnish and install all "Weather Protection" material and be responsible for all costs, including heating required to maintain a minimum temperature of 40 degrees F, at the working surface. This provision does not supersede any specific requirements for methods of construction, curing of materials or the applicable General Conditions set forth in the Contract Articles with added regard to performance obligations of the Contractor.

(2) Within 30 calendar days after his award of contract, the General Contractor shall submit in writing to CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) for approval, three copies of his proposed methods for "Weather Protection".

(3) Installation of weather protection and heating devices shall comply with all safety regulations including provisions for

adequate ventilation and fire protection devices. Heating devices which may cause damage to finish surfaces shall not be used.

(4) The General Contractor shall furnish and install one accurate Fahrenheit thermometer at each work area as designated by the Designer. However, one additional accurate Fahrenheit thermometer shall be provided for every 2,000 square feet of floor space where the work areas exceed 2,000 square feet.

5.22.12. Security. The **Contractor** shall provide, within the Contract Sum, a sufficient number of security personnel at the Site at all times when the **Contractor's** personnel are not present, from commencement of the Work until Substantial Completion to assure that the Site, the facility, and the Work, and all materials and equipment stored at the Site are fully and completely protected against loss or damage due to vandalism, theft, or malicious mischief. If the **Contractor** elects, in addition, to use guard dogs for this purpose, each dog shall at all times be accompanied by an adult handler. If the **Contractor** fails to comply with the requirements of this paragraph, then the **City** may provide appropriate security and charge the cost thereof to the **Contractor**. The **City's** provision of such security, or failure to do so, shall not relieve the **Contractor** of its responsibility to pay for loss or damage due to vandalism, theft, or malicious mischief at the Site.

5.22.13. Hazard Communication Programs. The **Contractor** shall be responsible for coordinating any exchange of material safety data sheets or other hazard communications information required to be made available to or exchanged between or among employers at the site in accordance with laws, codes and regulations.

5.22.14. Noise Pollution Control. The **Contractor** shall comply with all applicable provisions of Somerville Municipal Code §9-109.

5.23. Cutting and Patching.

5.23.1. In General. Unless otherwise provided in the Contract Documents, the **Contractor** shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly, including the work of the **City** or of separate contractors.

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

5.23.3. Damage Caused by Contractor. Should the **Contractor** cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of the **Contractor's** performance of Work at the Site be made by any separate contractor against the **Contractor**, the **City**, the **Design Professional**, or any of the **Design Professional's** consultants, the **Contractor** shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. The **Contractor** shall, to the fullest extent permitted by laws and regulations, indemnify and hold harmless the **City**, the **Design Professional**, and the **Design Professional's** consultants from and against all claims, damages, losses and expenses (including, but not limited to, fees of the Design Professional, the Design Professional's consultants, attorneys, and other professionals, and court and arbitration or mediation costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against the **City**, the **Design Professional**, or any of the **Design Professional's** consultants, to the extent based on a claim arising out of the **Contractor's** performance of the Work. Should a separate contractor cause damage to the Work or property of the **Contractor** or should the performance of work by any separate contractor at the site give rise to any other claim, the **Contractor** shall not institute any action, legal or equitable, against the **City**, the **Design Professional**, or any of the **Design Professional's** consultants, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from the **City**, the **Design Professional**, or any of the **Design Professional's** consultants, on account of any such damage or claim. If the **Contractor** delays at any time in performing or furnishing Work by any act or neglect of a separate contractor and the **City** and the **Contractor** are unable to agree as to the extent of any adjustment in the Contract Time attributable thereto, the **Contractor** may make a claim for an extension of time in accordance with Article 16. An extension of the Contract Time shall be the **Contractor's** exclusive remedy with respect to the **City**, the **Design Professional**, and the **Design Professional's** consultants, for any delay, disruption, interference, or hindrance caused by any separate contractor.

5.24. Cleaning Up.

5.24.1. During the progress of the Work, the **Contractor** shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract or other debris. At the completion of the Work, the **Contractor** shall remove from and about the Project all waste materials, rubbish, and debris, and the **Contractor's** tools, construction equipment, machinery, and surplus materials. Surplus materials to be provided to the **City** by specifications shall be stored in a clean, safe and secure area as directed by the **City**. The **Contractor** shall leave the site clean and ready for

occupancy by the **City** at Substantial Completion of the Work. Immediately prior to the **Design Professional's** inspection for Substantial Completion, the **Contractor** shall completely clean the premises. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed and buffed. Woodwork shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the **Contractor** at the **Contractor's** expense. The **Contractor** shall restore to original condition all property not designated for alteration by the Contract Documents.

5.24.2. If the **Contractor** fails to clean up as provided herein, the **City** may do so and charge the cost thereof to the **Contractor**.

5.25. Royalties and Patents.

5.25.1 The **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. To the fullest extent permitted by law, the **Contractor** shall indemnify and hold harmless the **City** and the **Design Professional** from and against all claims, costs, losses, and damages arising out of or resulting from 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.

5.26. Contractor's Obligation to Perform.

5.26.1. The **Contractor's** obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of the **Contractor's** obligation to perform the Work in accordance with the Contract Documents:

- 5.26.1.1.** observations by the **Design Professional**;
- 5.26.1.2.** recommendation of any progress or final payment by the **Design Professional**;
- 5.26.1.3.** the issuance of a certificate of Substantial Completion or any payment by the **City** to the **Contractor** under the Contract Documents;
- 5.26.1.4.** use or occupancy of the Work, Project, or Site, or any part thereof, by the **City**;
- 5.26.1.5.** any acceptance by the **City** or any failure to do so;
- 5.26.1.6.** any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptance by the **Design Professional**;
- 5.26.1.7.** any inspection, test, or approval by others; or
- 5.26.1.8.** any correction of defective Work by the **City**.

5.27. Indemnification; and Covenant Not To Sue.

5.27.1. To the fullest extent permitted by law, the **Contractor** shall assume the defense of, indemnify and hold harmless the **City**, the **Design Professional**, the **Design Professional's** consultants, and agents and employees of any of them, from and against claims, suits, causes of action, demands, liabilities, damages, losses, and expenses, including, but not limited, to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, caused in whole or in part by alleged negligent acts or omissions of the **Contractor**, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

5.27.2. In claims against any person or entity indemnified under the foregoing paragraph by an employee of the **Contractor**, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under the foregoing paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the **Contractor** or a Subcontractor under Workers' Compensation laws, disability benefit acts or other employee benefit acts.

5.27.3. The obligations of the **Contractor** in this Article shall not extend to the liability of the **Design Professional**, the **Design Professional's** consultants, and agents or employees of any of them arising out of (1) the preparation of maps, Plans, opinions, reports, surveys, Change Orders, designs, or Specifications, or (2) directions or instructions given by the **Design Professional**, the **Design Professional's** consultants and agents or employees of any of them, provided such instructions or directions are the primary cause of the injury or damage.

5.27.4. The **Contractor**, or any successor, assign, or subrogee of the **Contractor** agrees not to bring any civil suit,

action, or other proceeding in law, equity or arbitration against the **Design Professional**, or the officers, employees, agents, or consultants of the **Design Professional**, for the enforcement of any action which the **Contractor** may have arising out of or in any manner connected with the Work. The **Contractor** shall assure that this covenant not to sue is contained in all subcontracts and sub-subcontracts of every tier and shall assure its enforcement. The **Design Professional**, its officers, employees, agents, and consultants are intended third-party beneficiaries of this covenant not to sue, and are entitled to enforce this covenant in law or equity.

5.28. Survival of Obligations.

5.28.1 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 and termination or completion of the Contract.

**ARTICLE 6
SUBCONTRACTORS**

6.1 Use of Subcontractors.

The **Contractor** shall use the Subcontractors named in the **Contractor's** Bid. The Contractor shall not award any work to any Subcontractor without prior written approval of the CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT). The Contractor shall not award any work to any subcontractor without prior written approval of CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT), which approval will not be given until the Contractor submits a written approval statement concerning the proposed award to the subcontractor, which statement shall contain such information as CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) may require. All subcontracts subject to Mass. General laws, Chapter 149, Sections 44A-J, shall comply with the filed sub-bid requirements of that statute. The Contractor shall be as fully responsible for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the Terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) may exercise over the Contractor under any provision of the contract documents. Nothing contained in this contract shall create any contractual relation between any subcontractor and CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT).

6.2 Substitution of Subcontractors.

6.2.1 The **Contractor** shall not substitute another Subcontractor therefor without notice to the **City** and the **City's** prior written consent of such substitution.

6.3 Names of Subcontractors.

6.3.1 Upon execution of the Contract with the **City**, the **Contractor** shall provide in writing to the **City**, through the **Design Professional**, the names, addresses, telephone numbers, and fax numbers of all persons proposed for each principal portion of the Work.

6.4. Objections to Subcontractors.

6.4.1 The **Contractor** shall not use any Subcontractor against whom the **City** has a reasonable objection. The **Contractor** shall not be required to contract with any person or entity against whom it has a reasonable objection.

6.5. Form of the Subcontract.

6.5.1 All Work performed by a Subcontractor shall be through an appropriate subcontract. The form of subcontract shall be submitted to the **City for its** approval, which shall not be unreasonably withheld or delayed.

6.6. Content of the Subcontract.

6.6.1. In addition to all statutorily mandated provisions and provisions required elsewhere in the Contract Documents, each subcontract shall expressly provide that:

6.6.1.1. Each subcontract agreement for a portion of the Work is assigned by the **Contractor** to the **City** provided that:

6.6.1.1.1. the assignment is effective only after termination of the Contract by the **City** or the

Contractor and only for those subcontract agreements which the **City** accepts by notifying the Subcontractor in writing; and

6.6.1.1.2. the assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

6.6.1.2. Each Subcontractor is bound by the requirements of the Contract Documents for the express benefit of the **City**.

6.6.1.3. Each Subcontractor shall assume toward the **Contractor** all the obligations that the **Contractor** assumes toward the **City** and the **Design Professional**, unless otherwise provided by law.

**ARTICLE 7
PERFORMANCE AND PAYMENT BONDS**

7.1. Form of Bonds.

7.1.1 The performance and labor and material or payment bonds shall be in the form required by the **City**, copies of which are included in the Project Manual. The **City** reserves the right to reject any bond that does not conform to the **City's** requirements.

7.2. Furnished by the Contractor. (*Reference: M.G.L. c. 30, §39M(c); M.G.L. c. 149, §29.*)

7.2.1 The **Contractor** shall furnish a performance bond and a labor and materials or payment bond, each with a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the **City** and each in the sum of the Contract Sum, the premiums for which are to be paid by the **Contractor** and are included in the Contract Sum. The bonds shall remain in effect until final payment is made. The sum of the performance bond shall increase each time the Contract Sum is increased as a result of a Change Order.

7.3. Submission to the City.

7.3.1 The **Contractor** must submit the performance and a labor and materials or payment bonds to the **City** upon the **Contractor's** execution of the Agreement.

**ARTICLE 8
INSURANCE REQUIREMENTS**

8.1 Insurance Certificates.

8.1.1 Prior to starting work on this project, the contractor shall deposit with the **City**, certificates from insurers clearly stating that the required insurance policies have been issued to the **Contractor** and will remain in effect during the time period required to complete this contract. ACCORD forms will not be accepted. The certificates must be in a form satisfactory to the **City**. The insurance shall include all major divisions of coverage, and shall be on a comprehensive general basis including: Premises and Operations (including X-C-U), Owners and Contractors Protective, Products and Completed Operations, Owned, Non-owned or Hired and/or Leased Motor Vehicles. Such insurance shall be written for not less than any limits of liability, required by law or the following limits, whichever are greater.

8.2 Minimum Coverages. The **Contractor** shall possess and maintain throughout the contract period/project, insurance in the kinds and amounts as stated in the Specification included in Appendix C of this Agreement. The **Contractor** may purchase and maintain excess liability insurance in the in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the required requirements set forth above (in addition to the umbrella limits required). Evidence of such excess liability shall be delivered to the **City** in the form of a certificate and the certificate indicating the policy numbers and limits of liability of all underlying insurance.

8.3 Additional Insured. The **City** shall be named as an additional insured on each certificate, and the certificate must have the endorsement of the insurance agency.

8.4 Notice. Each certificate shall contain a notation that the insurer will give 30 days notice to the **City** prior to cancellation, change or non-renewal of policy.

8.5 Carrier Rating. Insurance carriers MUST have an A.M. Best rating of "A" or better.

8.6 Material Breach. Failure of the contractor to provide and continue in force such insurance shall be deemed a material breach of contract and shall operate as immediate termination thereof.

**ARTICLE 9
TESTS AND INSPECTIONS**

9.1. Access.

9.1.1 The City, the **Design Professional**, and all other persons designated by the City shall have access to the Work at reasonable times for observing, inspecting, and testing. The **Contractor** shall provide them with proper and safe conditions for such access and advise them of the **Contractor's** site safety procedures and programs so that they may comply therewith as applicable.

9.2. Tests and Inspections.

9.2.1. The **Contractor** shall give the **Design Professional** 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.

9.2.2. Unless otherwise provided, the **Contractor** shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority and shall bear all related costs of tests, inspections, and approvals. If the 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, the **Contractor** shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith and furnish the **Design Professional** with the required certificates of inspection, testing, or approval.

9.2.3. The **Contractor** shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for the **Design Professional's** acceptance of materials or equipment to be incorporated into the Work, or of materials, mix designs, or equipment submitted for approval prior to the **Contractor's** purchase thereof for incorporation into the Work.

9.2.4. If any Work that is to be inspected, tested, or approved is covered by the **Contractor**, Subcontractor, or Sub-subcontractor without the prior written consent of the **Design Professional**, it must be uncovered for observation, inspection, testing, or approval, if requested by the **Design Professional**. The **Contractor** must recover the Work at its own expense.

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

**ARTICLE 10
UNCOVERING AND CORRECTING WORK**

10.1. Uncovering Work.

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

10.1.2. If a portion of the Work has been covered which the **Design Professional** has not specifically requested to observe prior to its being covered, the **Design Professional** may request to see such Work, and it shall be uncovered by the **Contractor**. If it is found that such Work is in accordance with the Contract Documents, costs of uncovering and replacing shall, by appropriate Change Order, be charged to the City. If it is found that such Work is defective or not in accordance with the Contract Documents, the **Contractor** shall pay all claims, costs, losses, and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection, and testing and of satisfactory replacement of reconstruction (including, but not limited to, all costs of repair or replacement of work of others); and the City shall be entitled to an appropriate decrease in the Contract Sum. The City may take such decrease by reducing the then current application for payment accordingly or subsequent applications, if necessary, until the decrease is paid in full.

10.2. Correcting Work.

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

10.2.2. If, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established in Article 15, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City to do so, unless the City has previously given the **Contractor** a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation to correct under this paragraph shall survive acceptance of the Work under the Contract and termination of the Contract. The City shall give such notice promptly after discovery of the condition.

10.2.3. The **Contractor** shall correct, remove, or replace portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the **Contractor** nor accepted by the City.

10.2.4. If the **Contractor** fails within a reasonable time to correct nonconforming Work, or to remove and replace rejected Work, or fails to perform the Work in accordance with the Contract Documents, the **City** may correct it in accordance with the provisions herein. If the **Contractor** does not proceed with correction, removal, or replacement of such nonconforming Work within seven (7) days from the date of written notice from the **Design Professional**, the **City** may correct it and store any salvageable materials or equipment at the **Contractor's** expense. If the **Contractor** does not pay costs of any such removal and storage within ten (10) days after written notice, the **City** may upon ten (10) additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the **Contractor**, including compensation for the **Design Professional's** services and expenses made necessary thereby. If such proceeds of sale do not cover all the costs that the **Contractor** should have born, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the **Contractor** are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **City**.

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

10.2.6. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations that the **Contractor** might have under the Contract Documents. Establishment of the time period of one (1) year as described in the above paragraph related only to the specific obligation of the **Contractor** to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced nor to the time within which proceedings may be commenced to establish the **Contractor's** liability with respect to the **Contractor's** obligations other than specifically to correct the Work.

10.3. Acceptance of Nonconforming Work.

10.3.1 If, instead of requiring correction or removal and replacement of defective or nonconforming Work, the **City** prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the **City** may do so instead of requiring its removal and correction, in which case the **Contractor** shall pay all claims, costs, losses, and damages attributable to the **City's** evaluation of and determination to accept such defective or non-conforming Work. The Contract Sum will be reduced as appropriate. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 11 CHANGES IN THE WORK

11.1. In General.

11.1.1. The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to the **Contractor** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the **Contractor** shall be at the **Contractor's** expense without any change in the Contract Sum.

11.1.2. Without invalidating the Contract and without notice to any surety, the **City** may, at any time or from time to time, order additions to, deletions from, or revisions in the Work. Such additions, deletions, or revisions will be authorized by a Change Order, a Modification or a **Construction Change Directive**. Upon receipt of any such document, the **Contractor** shall promptly proceed with the Work involved that will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

11.1.3. The **Contractor** shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified, or supplemented, except as otherwise provided herein.

11.2. Change Orders.

11.2.1. (*Reference: M.G.L. c. 30, §39I*). The **Contractor** shall perform all the Work required by this Contract in conformity with the Plans and Specifications contained herein. No willful and substantial deviation from said Plans and Specifications shall be made unless authorized in writing by the **City** and the **Design Professional** in charge of the Work who is duly authorized by the **City** to approve such deviations. In order to avoid delays in the prosecution of the Work required by such Contract, such deviation from the Plans or Specifications may be authorized by a written order of the **City** or the **Design Professional** so authorized to approve such deviation. Within thirty (30) days thereafter, such written order shall be confirmed by a certificate of the **City**, using AIA Document G701 (or its equivalent), stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures, or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the Project as a whole; (3) that either the work substituted for the Work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the **City** and the **Contractor** and the amount in dollars of said adjustment; and (4) that the

deviation is in the best interest of the **City**. The Change Order shall also indicate whether or not the date of substantial completion has been extended. The equitable adjustment in price shall be determined by the unit prices, if any, in the General Contractor's bid; otherwise, it shall be a number which is agreed to by both parties as a fair adjustment and which can be itemized and substantiated to the reasonable satisfaction of the Contracting Authority. Where increases and decreases to the Contract Sum are included in one Change Order, the negotiated allowance for overhead and profit shall be calculated on the basis of the net increase, if any.

11.3. Construction Change Directive.

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

11.3.2. Upon request of the **City** or the **Design Professional**, the **Contractor** shall without cost to the **City** submit to the **Design Professional** in such form as the **Design Professional** may require, an accurate written estimate of the cost of any proposed extra work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the **Design Professional**. If required by the **Design Professional**, in order to establish the exact cost of new Work added or of previously required Work omitted, the **Contractor** shall obtain and furnish to the **Design Professional** bona fide proposals from recognized Suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the **Contractor's** expense.

11.3.3. The **Contractor** shall state in the estimate any extension of time required for the completion of the Work if the change or extra Work is ordered. The **Contractor** shall document, through a critical path analysis, or some other clearly delineated explanation, how the proposed change affects other aspects of the Work, and why it would require an extension of time. The **Contractor** shall promptly revise and resubmit such estimate if the **Design Professional** determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors.

11.3.4. If the **Construction Change Directive** provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods, as selected by the **City**, selection of which does not require the consent of the **Contractor**:

11.3.4.1. by unit prices stated in the Contract Documents or otherwise mutually agreed upon; or

11.3.4.2. by Cost and Percentages estimated by the **Contractor** as provided herein and accepted by the **City**, whereupon the **Contractor's** estimate shall become a fixed price which shall not be changed by any variation in the actual cost of executing the Work covered by the change; or

11.3.4.3. by actual Cost determined after the Work covered by the change is completed, plus Percentage; or

11.3.4.4. by submission to arbitration or a court, which shall determine the fair value of the Work covered by the change.

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

11.3.6. "Percentage" shall mean an allowance to be added to or subtracted from the Cost in lieu of overhead and profit and of any other expense that is not included in the Cost of the Work covered by the change, as defined above. Percentage for a Sub-subcontractor shall be 8% of any net increase or decrease of Cost of any Work performed by the Sub-subcontractor's own forces plus 4% of any net increase or decrease in Cost of any Work performed for the Sub-subcontractor by lower tier Sub-subcontractors. Percentage for a Subcontractor shall be 12% of any net increase or decrease of Cost of any Work performed by the Subcontractor's own forces plus 4% of the Cost of Work performed by Sub-subcontractors. Percentage for the **Contractor** shall be 15% of any net increase or decrease of Cost of any Work performed by the **Contractor's** own forces plus 5% of any net increase or decrease in the Cost for all other Work covered by the change. When the **Contractor** is also performing Work as a Subcontractor or Sub-subcontractor, the **Contractor** shall only be entitled to a total of no more than 15% of any net increase or decrease of Cost of any Work.

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

11.3.8. If unit prices are stated in the Contract Documents or are subsequently agreed upon, and if quantities originally contemplated are so changed in a Proposed Change Order or **Construction Change Directive** that the application of such unit prices to quantities of Work proposed will cause substantial inequity to the **City** or the **Contractor**, the applicable unit prices shall be equitably adjusted. Wherever the estimated quantities of work to be done and materials to be furnished under this

contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) to complete the work contemplated by the contract, nor shall any such increases or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

11.3.9. If the **City** elects to determine the Cost of the Work as provided in method (11.3.4.1) using unit prices stated in the Contract Documents or subsequently agreed upon, the unit prices shall be subject to the prior paragraph. Notwithstanding the inclusion of unit prices in the Contract Documents, it shall be the **City's** option to require the Cost of any given change to be determined by one of the other methods stated in 11.3.4. If the **City** elected to determine the Cost of the change by unit prices and the nature of the work is such that its extent cannot readily be measured after the completion of such work or any subsequent Work, the **Contractor** shall keep daily records, available at all times to the **Design Professional** for inspection, of the actual quantities of such Work put in place, and delivery receipts or other adequate evidence, acceptable to the **Design Professional**, indicating the quantities of materials delivered to the Site for use in such unit price Work, and distinguishing such from other similar material delivered for use in Work include in the base Contract Sum. If so required by the **Design Professional**, materials for use in unit price Work shall be stored apart from all other materials on the Project.

11.3.10. If the **City** elects to determine the Cost of the Work as provided in methods 11.3.4.3. or 11.3.4.4. or if the method of determining the Cost has not been established before the Work is begun, the **Contractor** shall keep detailed daily records of labor and material costs applicable to the Work.

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

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

11.3.13. If the **Design Professional** and the **Contractor** do not agree with the adjustment in the Contract Time or the method for determining it, the adjustment or the method shall be referred to the **Design Professional** for determination.

11.4. Minor Changes in the Work.

11.4.1. The **Design Professional** has the authority to order minor changes in the Work. "Minor changes" as used in this paragraph mean changes which are so insignificant as to not affect the Contract Sum or the Contract Time and which are not inconsistent with the intent of the Contract Documents. Any minor change shall be committed to a written order which shall be binding on both the **City** and the **Contractor** and which shall be promptly carried out by the **Contractor**.

11.5. Certificate of Appropriations. (*Reference:* M.G.L. c. 44, §31C;). This Contract shall not be deemed to have been made until the **City's** auditor has certified thereon that an appropriation in the amount of this Contract is available therefor and that an officer or agent of the **City** has been authorized to execute said Contract and approve all requisitions and change orders. No order to the **Contractor** for a change in or addition to the Work, whether in the form of a drawing, plan, detail or any other written instruction, unless it is an order which the **Contractor** is willing to perform without any increase to the Contract price, shall be deemed to be given until the auditor has certified thereon that an appropriation in the amount of such order is available therefore; but such certificate shall not be construed as an admission by the **City** of its liability to pay for such work. The certificate of the auditor that an appropriation in the amount of this Contract or in the amount of such order is available shall bar any defense by the **City** on the grounds of insufficient appropriation.

**ARTICLE 12
CHANGE IN THE CONTRACT TIME**

12.1. Date of Commencement.

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

12.2. Progress and Completion.

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

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

12.2.3. At least ten (10) working days after the Notice to Proceed or twenty (20) working days before the first application for payment, the **Contractor** shall submit to the **Design Professional** a progress schedule showing for each class of

Work included in the schedule of values, the percentage of completion to be obtained and the total dollar value of Work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of Work in place, but may include, at the **Design Professional's** discretion, the value of materials delivered but not in place.

12.2.4. The progress schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation (including adequate time for submission and review of submittals), and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The progress schedule will be reviewed by the **Design Professional** for compliance with the requirements of this Article and will be accepted by the **Design Professional** or returned to the **Contractor** for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the progress schedule has been approved by the **Design Professional**. The **Design Professional's** review of the progress schedule shall not impose any duty on the **Design Professional** or the **City** with respect to the timing, planning, scheduling, or execution of the Work. In particular, if the **Contractor** proposes a progress schedule indicating a date of Substantial Completion which is earlier than the Contract Time, the **Contractor** shall not be entitled to additional payment or compensation of any kind if, for any reason, the full Contract Time is required to achieve Substantial Completion of the Work.

12.2.5. If in any Application for Payment, the total value of the completed Work in place, as certified by the **Design Professional**, is less than 90% of the total value of the Work in place estimated in the progress schedule, the **City** may, at the **City's** option, require the **Contractor** to accelerate the progress of the Work without cost to the **City** by increasing the workforce or hours of Work or by other reasonable means approved by the **Design Professional**.

12.2.6. If each of three successive applications, as certified by the **Design Professional**, indicate that the actual Work completed is less than 90% of the values estimated in the progress schedule to be completed by the respective dates, the **City** may at the **City's** option, treat the **Contractor's** delinquency as a default justifying the action permitted under Article 18.

12.2.7. If the **Design Professional** has determined that the **Contractor** should be permitted to extend the time for completion as provided below, the calendar dates in the progress schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of the Work to be completed as of the first of each month shall be adjusted pro rata.

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

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

12.3. Delays and Extensions of Time.

12.3.1. If the **Contractor** is delayed at any time in the progress of the Work by an act or neglect of the **City** or the **Design Professional**, or of an employee of either, or of a separate contractor employed by the **City**, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes (except weather) beyond the **Contractor's** control, or by delay authorized by the **City**, or by other causes which the **Design Professional** determines may justify delay, then the Contract Time shall be extended by Change Order or **Construction Change** Directive for such reasonable time as the **Design Professional** may determine.

12.3.2. Claims relating to time shall be made in accordance with applicable provisions of Article 16.

12.3.3. No claim for extension of time shall be allowed on account of failure of the **Design Professional** to furnish Plans, Specifications or instructions or to return Shop Drawings or Samples until fifteen (15) days after receipt by the **Design Professional** by registered or certified mail of written demand for such instructions, Plans, Specifications, or Samples, and then not unless such claim is reasonable.

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

12.3.5. The **Contractor** hereby agrees that the **Contractor** shall have no claim for damages of any kind against the **City** or the **Design Professional** on account of any delay in the commencement of the Work and/or any hindrance, delay, or suspension of any portion of the Work, whether such delay is caused by the **City**, the **Design Professional**, or otherwise, except as and to the extent expressly provided under M.G.L. c. 30, §390, in the case of written orders by the **City**. The **Contractor** acknowledges that the **Contractor's** sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

12.3.6. (*Reference:* M.G.L. c. 30, §390;). (a) The **City** may order the **Contractor** in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the **City**, provided however that if there is a suspension, delay, or interruption for fifteen (15) days or more due to a failure of the **City** to act within the time specified in this Contract, the **City** shall make an adjustment in the

Contract prices for any increase in the cost of performance of this Contract under this provision for any suspension, delay, interruption, or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract price under any other Contract provisions.

(b) The **Contractor** must submit the amount of a claim under provision (a) to the **City** in writing as soon as practicable after the end of the suspension, delay, interruption, or failure to act and, in any event, not later than the date of final payment under this Contract and, except for costs due to a suspension order, the **City** shall not approve any costs in the claim incurred more than twenty (20) days before the **Contractor** notified the **City** in writing of the act or a failure to act involved in the Claim.

In the event a suspension, delay, interruption, or failure to act of the **City** increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the **Contractor** for payment for an increase in the cost of its performance as provisions (a) and (b) give the **Contractor** against the **City**, but nothing in provisions (a) and (b) shall in any way change, modify, or alter any other rights which the **Contractor** or the Subcontractor may have against each other.

12.4. Liquidated Damages.

12.4.1. If the **Contractor** shall fail to achieve Substantial Completion within the Contract Time, it shall be liable to pay the **City** the daily amount specified in the Agreement, not as a penalty, but as a fixed and agreed upon damages for breach of contract. The said amount is fixed and agreed upon because of the difficulty of ascertaining the **City's** actual damages. It is mutually understood that the said amount is a reasonable approximation or estimate thereof as of the date of the Agreement. The **City** may elect to withhold said amount from periodic or final payments due to the **Contractor**, in addition to retainage and other back charges.

12.5. Changes in the Contract Time.

12.5.1. In Writing. The Contract Time may only be changed by a Change Order or a Modification. Any claim for an adjustment of the Contract Time shall be based on a written notice delivered to the party making the claim to the other party and to the **Design Professional** promptly (but in no event later than seven (7) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty (30) days after such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the **Design Professional** in accordance with Article 16. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph.

12.5.2. Early Completion. The Contract Time shall not be changed due to a delay in the **Contractor's** early completion date.

**ARTICLE 13
PAYMENTS**

13.1. Schedule of Values.

13.1.1. The **Contractor** shall submit to the **Design Professional** a schedule of values which shall subdivide the Work into its component parts and shall include quantities, direct craft labor worker hours, labor cost and material/equipment cost. Labor cost shall include an appropriate amount of construction equipment costs, supplemental costs, administrative expenses, contingencies, and profit. The **Contractor** shall prepare the schedule of values in such form and supported by such data to substantiate its accuracy as the **Design Professional** may require and shall be revised if later found by the **Design Professional** to be inaccurate. This schedule, unless objected to by the **Design Professional**, shall be used as a basis for reviewing the **Contractor's** applications for payment.

13.2. Content and Submission of Applications for Payment.

13.2.1. At least ten (10) days before the date established for each progress payment, the **Contractor** shall submit to the **Design Professional** six (6) copies of an itemized application for payment for Work completed in accordance with the schedule of values. Such application shall be in a form or format established or approved by the **Design Professional** and shall be supported by documentation substantiating the **Contractor's** right to payment.

13.2.2. When **Construction Change** Directives have set forth an adjustment to the Contract Sum but have not yet been included in Change Orders, the value established by the **City** may be included in the application.

13.2.3. Applications covering Work of Subcontractors or Suppliers shall not include requests for payments of amounts the **Contractor** does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason. The **Contractor** shall not be paid for any Work performed by a Subcontractor unless and until the **City** receives for that Subcontractor a certificate of insurance that conforms to the requirements of the Contract Documents .

13.2.4. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and

equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. If approved in advance by the **City**, payment may similarly be made for materials and equipment suitably stored off the Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Site shall be conditioned upon the application for payment being accompanied by a bill of sale, an invoice, or other documentation warranting that the **City** has received the materials and equipment free and clear of all liens, claims, security interests, or encumbrances, hereinafter collectively referred to as "liens," and evidence that the materials and equipment are covered by appropriate insurance and other arrangements to protect the **City's** interest therein.

13.2.5. Each application for payment or periodic estimate requesting payment shall be accompanied by, at the **City's** option, a certificate from each Subcontractor stating that the Subcontractor has been paid all amounts due the Subcontractor on the basis of the previous periodic payment to the **Contractor**, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the **Contractor** shall furnish the **Contractor's** own written explanation to the **City** through the **Design Professional**. Such waiver or certificate shall be in a form acceptable to the **City**.

13.3. False Applications for Payment.

13.3.1. (Reference: M.G.L. c. 266, §§67B). Any person who makes or presents to any claim upon or against any employee or department of the **City**, knowing such claim to be false, fictitious, or fraudulent shall be punished by a fine or not ore than ten thousand dollars (\$10,000) or by imprisonment in the state prison for not more than five (5) years, or in the house of correction for not more than two and one-half years, or both.

13.4. Review of Applications for Payment.

13.4.1. The **Design Professional** shall review each application for payment and will reject any application that (1) is not accompanied by the required documentation or (2) contains errors, mathematical or otherwise.

13.4.2. Within five (5) business days after receipt of an application for payment, the **Design Professional** will either (1) return the application to the **Contractor** with a written explanation as to why it was rejected or (2) issue to the **City** a certificate for payment, with a copy to the **Contractor**, for such amount as the **Design Professional** determines is properly due. In the event an application is returned to the **Contractor**, the date of receipt of the application shall be the date of receipt of the corrected application.

13.4.3. The **Design Professional** or the **City** may make changes to any application submitted by the **Contractor**.

13.4.4. By recommending any payment, the **Design Professional** will not thereby be deemed to have represented that: (1) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the **Design Professional** in the Contract Documents or (2) that there may not be other matters or issues between the parties that might entitle the **Contractor** to be paid additionally by the **City** or entitle the **City** to withhold payment to the **Contractor**. The **Design Professional's** approval of the application for payment and the accompanying documentation shall indicate that to the best of the **Design Professional's** knowledge, information, and belief, the Work has progressed to the point indicated by the **Contractor**, and that the quality of the Work is in accordance with the Contract Documents, subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests specified in the Contract Documents, final determination of quantities and classifications for unit price work and any other qualifications so stated.

13.4.5. The **Design Professional's** recommendation of any payment shall not mean that the **Design Professional** is responsible for the **Contractor's** means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the **Contractor** to comply with laws and regulations applicable to the furnishing or performance of Work, or for any failure of the **Contractor** to perform or furnish Work in accordance with the Contract Documents.

13.4.6. No certificate given or payment made shall be evidence of the performance of this Contract, either wholly or in part or no payment, whether made upon the final certificate or otherwise, shall be construed as an acceptance of defective work or materials.

13.5. Decisions to Withhold Certification.

13.5.1. The **Design Professional** may refuse to recommend the whole or any part of any payment if, in the **Design Professional's** opinion, it would be incorrect to make the representations to the **City** referred to above.

13.5.2. If the **Contractor** and the **Design Professional** cannot agree on a revised amount, the **Design Professional** will promptly approve a certificate for payment for the amount for which the **Design Professional** is able to make such representations to the **City**. The **Design Professional** may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a certificate for payment previously issued, to such extent as may be necessary in the **Design Professional's** opinion to protect the **City** from loss because of:

13.5.2.1. defective Work not remedied;

13.5.2.2. third party claims filed or reasonable evidence indicating probable filing of such claims;
 13.5.2.3. failure of the **Contractor** to make payments properly to Subcontractors or for labor, materials or equipment;
 13.5.2.4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 13.5.2.5. damage to the **City** or another contractor;
 13.5.2.6. reasonable evidence that the Work will not be completed within the Contract Time, and that retainage currently held by the **City** would not be adequate to cover actual or liquidated damage for the anticipated delay;
 13.5.2.7. persistent failure to carry out the Work in accordance with the Contract Documents; or
 13.5.2.8. failure of mechanical trade or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings. The **Contractor** shall check record drawings each month. Written confirmation that the record drawings are current will be required by the **Design Professional** before approval of the **Contractor's** monthly payment requisition.
 13.5.3. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

13.6. Progress Payments.

13.6.1. After the **Design Professional** has issued a certificate for payment, the **City** shall make payment in the manner and within the time provided in the Contract Documents.

13.6.2. (*Reference:* M.G.L. c. 30, §39G, 39K;). In the case of Contracts for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building when the amount is more than two thousand dollars, the following paragraph applies: Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

For all other construction contracts, progress payments are governed by chapter 30, §39G, and as follows: The **City** shall pay the amount due pursuant to any periodic, Substantial Completion or final estimate within thirty-five (35) days after receipt of written acceptance for such estimate from the **Contractor**. In the case of periodic payments, the **City** may deduct from its payment a retention based on its estimate of the fair value of its claims against the **Contractor**, a retention for direct payments to Subcontractors based on demands for same in accordance with M.G.L. c. 30, §39F; and a retention to secure satisfactory performance of the contractual work, not exceeding five percent (5%) of the approved amount of any periodic payment, and the same right to retention shall apply to bonded Subcontractors entitled to direct payment under M.G.L. c. 30, §39F; provided, that a five percent (5%) value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

Retainage prior to Substantial Completion. In all construction contracts, the **City** may hold back a retainage of up to five percent of each progress payment to ensure satisfactory completion of the work. In addition, the **City** may withhold any amounts in dispute, including disputed change orders and direct payments owed to subcontractors pursuant to Chapter 30, §39F of the General Laws.

Payment upon Substantial Completion. In the case of contracts for construction, reconstruction, alteration, repair, remodeling, or demolition of a public building, where the amount is more than \$2,000, Chapter 30, Section 39K, of the General Laws governs payment upon substantial completion. For all other contracts, Chapter 30, Section 39F of the General Laws governs payment upon substantial completion.

13.6.3. No periodic, Substantial Completion or final estimate or acceptance or payment thereof shall bar the **Contractor** from reserving all rights to dispute the quantity and amount of, or the failure of the **City** to approve a quantity and amount of, all or part of any Work item or extra Work item.

13.7. Final Payment.

13.7.1. After final inspection and after the **Contractor** has completed all the required corrections to the satisfaction of the **Design Professional** and the **City** and 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, and all other documents called for in the Contract Documents, as well as any surplus materials requested by the **City**, the **Contractor** may make an application for final payment as provided below.

13.7.2. (*Reference:* M.G.L. c. 30, §39G;). Within thirty (30) days after receipt by the **City** of a notice from the **Contractor** stating that all of the Work required by the Contract has been completed, the **City** shall prepare and forthwith send to the **Contractor** for acceptance a final estimate for the quantity and price of the Work done and all retainage on the Work less all payments made to date, unless the **City's** inspection shows that Work required by the Contract remains incomplete or unsatisfactory, or that documentation required by the Contract has not been completed.

13.7.3. The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **City** other than those previously made in writing and still unsettled.

13.7.4. Interest. If the **City** fails to pay the **Contractor** within the time periods mandated by statute, the **City** shall pay interest to the **Contractor** in accordance with Chapter 30, Sections 39G and 39K, whichever is applicable.

13.8. Payments to Subcontractors.

13.8.1. Neither the **City** nor the **Design Professional** shall have an obligation to pay or see to the payment of money to a Subcontractor, Sub-subcontractor, or Supplier except as may otherwise be required by law.

13.8.2. (*Reference:* M.G.L. c. 30, §39F;). (1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

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

(b) Not later than the sixty-fifth day after each Subcontractor substantially completes its Work in accordance with the Plans and Specifications, the entire balance due under the subcontract, less amounts retained by the **City** as the estimated cost of completing the incomplete and unsatisfactory items of Work, shall be due the Subcontractor; and the **City** shall pay that amount to the **Contractor**. The **Contractor** shall forthwith pay to the Subcontractor the full amount received from the **City** less any amount specified in any court proceeding barring such payment and also less any amount claimed due from the Subcontractor by the **Contractor**.

(c) Each payment made by the **City** to the **Contractor** pursuant to paragraphs (a) and (b) of M.G.L. c. 30, §39F(1); for the labor performed and the materials furnished by a Subcontractor shall be made to the **Contractor** for the account of that Subcontractor; and the **City** shall take reasonable steps to compel the **Contractor** to make each such payment to each such Subcontractor. If the **City** has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the **Contractor** or which is to be include in a payment to the **Contractor** for payment to the Subcontractor as provided in paragraphs (a) and (b) of M.G.L. c. 30, §39F(1), the **City** shall act upon the demand as provided in M.G.L. c. 30, §39F.

(d) If, within seventy (70) days after the Subcontractor has substantially completed the subcontract Work, the Subcontractor has not received from the **Contractor** the balance due under the subcontract including any amount due for extra labor and materials furnished to the **Contractor**, less any amount retained by the **City** as the estimated cost of completing the incomplete and unsatisfactory items of Work, the Subcontractor may demand direct payment of that

balance from the **City**. The demand shall be by a sworn statement delivered to or sent by certified mail to the **City**, and a copy shall be delivered to or sent by certified mail to the **Contractor** at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract Work. [The demand letter shall indicate the certified mail number assigned by the postal service or the date of delivery to the **Contractor**.] Any demand made after substantial completion of the subcontract Work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the subcontract Work. Within ten (10) days after the Subcontractor has delivered or so mailed the demand to the **City** and delivered or so mailed a copy to the **Contractor**, the **Contractor** may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the **City**, and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the **Contractor** and of the amount due for each claim made by the **Contractor** against the Subcontractor.

(e) Within fifteen (15) days after receipt of the demand by the **City**, but in no event prior to the seventieth day after substantial completion of the subcontract Work, the **City** shall make direct payment to the Subcontractor of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the **Contractor**, less any amount (i) retained by the **City** as the estimated cost of completing the incomplete or unsatisfactory items of Work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the **Contractor** in the sworn reply; provided that the **City** shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to or for which the sworn reply does not contain the detailed breakdown required by the previous paragraph. The **City** shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this paragraph.

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

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

(h) The **City** shall deduct from payments to a **Contractor** amounts that, together with the deposits in interest-bearing accounts pursuant to paragraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the **Contractor**.

(i) If the Subcontractor does not receive payment as provided in paragraph (a) or if the **Contractor** does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Subcontractor and the Subcontractor does not receive payment for same when due less the deductions provided for in paragraph (a), the Subcontractor may demand direct payment by following the procedure in paragraph (d) and the **Contractor** may file a sworn reply as provided in that same paragraph. A demand made after the first day of the month following that for which the Subcontractor performed or furnished the labor and materials for which the Subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the **Contractor**. Thereafter the **City** shall proceed as provided in paragraphs (e), (f), (g), and (h). "Subcontractor" as used in this paragraph (1)(i) shall mean a person approved by the **City** in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the **Contractor**.

(2) Any assignment by a Subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of M.G.L. c. 149, §29; shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the **City** or which are on deposit pursuant to paragraph (g) shall be subordinate to the rights of all Subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) A **Contractor** or a Subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in herein by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A Subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in paragraph (f) by a petition in equity in the superior court against the **City** and the **Contractor** shall not be a

necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. M.G.L. c. 231, §§59 and 59B shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to §§59 and 59B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any Subcontractor with the petition of one or more Subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will present unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a Subcontractor filing a demand for direct payment for which no funds due the **Contractor** are available for direct payment shall have a right to file a petition in court of equity against the **City** claiming a demand for direct payment is premature, and such Subcontractor must file the petition before the **City** has made a direct payment to the Subcontractor and has made a deposit of the disputed portion as provided in part (iii) of paragraph (e) and in paragraph (f).

(4) In any petition to collect any claim for which a Subcontractor has filed a demand for direct payment the court shall, upon motion of the **Contractor**, reduce by the amount of any deposit of a disputed amount by the **City** as provided in part (iii) of paragraph (e) and in paragraph (f) any amount held under a trustee writ or pursuant to a restraining order or injunction.

ARTICLE 14 SUBSTANTIAL COMPLETION

14.1. Substantial Completion.

14.1.1. Upon Substantial Completion of the Work, the **Contractor** shall present in writing to the **City** its certification that the Work has been substantially completed and include in its certification (1) a list of items to be completed or corrected, (2) all special warranties required by the Contract Documents, endorsed by the **Contractor** and in a form reasonably acceptable to the **Design Professional** and (3) the permits and certificates referred to in 13.7.1., or elsewhere. The failure to include any item on the list mentioned in the preceding sentence does not alter the responsibility of the **Contractor** to complete all Work in accordance with the Contract Documents. When the **Design Professional** on the basis of an inspection determines that the Work or designed portion thereof is substantially complete and the other conditions have been met, the **Design Professional** will then prepare a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the **City** and the **Contractor** for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the **Contractor** shall complete the items listed therein. The certificate of Substantial Completion shall be submitted to the **City** and the **Contractor** for their written acceptance of the responsibilities assigned to them in such certificate.

14.1.2. Within twenty-one (21) days after receipt of the certification from the **Contractor**, the **City** shall present to the **Contractor** either a written declaration that the Work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the Contract sufficient to demonstrate that the Work has not been substantially completed. The **City** may include with such list a notice setting forth a reasonable time within which the **Contractor** must achieve Substantial Completion of the Work. If the **City** fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the **Contractor's** certification within the twenty-one (21) day period, the **Contractor's** certification shall take effect as the **City's** declaration that the Work has been substantially completed.

14.2. Partial Use or Occupancy of the Premises.

14.2.1. The **City** may occupy or use any completed or partially completed portion of the Work at any stage. Such partial occupancy or use may begin whether or not the portion is substantially complete, provided that the respective responsibilities of the **City** and the **Contractor** with respect to payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work, insurance, correction of the Work, and warranties shall be established by agreement of the **City** and the **Contractor** or, absent such agreement, shall be determined by the **Design Professional** subject to the right of either party to contest such determination as provided in Article 16.

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

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

14.2.4. (Reference: M.G.L. c. 30, §39G;). Within sixty-five (65) days after the effective date of a declaration of

Substantial Completion, the **City** shall prepare and send to the **Contractor** for acceptance a Substantial Completion estimate for the quantity and price of the Work done and all but one percent (1%) retainage on that Work, including the quantity, price and all but one percent (1%) retainage for the undisputed part of each item and extra work item in dispute, but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory items and less the total periodic payments made to date for the Work. The **City** shall also deduct from the Substantial Completion estimate an amount equal to the sum of all demands for direct payment filed by Subcontractors and not yet paid to Subcontractors or deposited in joint accounts pursuant to M.G.L. c. 30, §39F.

14.2.5. (Reference: M.G.L. c. 30, §39G). If the **City** fails to prepare and send to the **Contractor** any Substantial Completion estimate required by the provisions herein on or before the date specified, the **City** shall pay to the **Contractor** interest on the amount which would have been due to the **Contractor** pursuant to such Substantial Completion estimate at the rate of three (3) percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the **City** sends that Substantial Completion estimate to the **Contractor** for acceptance or to the date of payment therefor, whichever occurs first. The **City** shall include the amount of such interest in the Substantial Completion estimate.

14.2.6. (Reference: M.G.L. c. 30, §39G). Within fifteen (15) days after the effective date of the declaration of Substantial Completion, the **City** shall send to the **Contractor** by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory items, and unless delayed by causes beyond its control, the **Contractor** shall complete all such items within forty-five (45) days after the receipt of such list or before the date for final payment and acceptance, whichever is later. If the **Contractor** fails to complete such Work within such time, the **City** may, subsequent to seven (7) days' written notice to the **Contractor** by certified mail, return receipt requested, terminate the Contract and complete the incomplete or unsatisfactory items and charge the cost of same to the **Contractor**.

14.3. Final Inspection.

14.3.1. Upon written notice from the **Contractor** that the entire Work or an agreed portion thereof is complete, the **Design Professional** will make a final inspection with the **City** and the **Contractor** and will notify the **Contractor** in writing of all particulars which this inspection reveals that the Work is incomplete or defective. The **Contractor** shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

**ARTICLE 15
GUARANTEES AND WARRANTIES**

15.1. In General.

15.1.1. All guarantees and warranties specifically called for by the Specifications shall expressly run to the benefit of the **City**. Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the **City** shall constitute any acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) will give notice of observed defects with reasonable promptness.

15.2. Warranties.

15.2.1. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof, unless otherwise provided in the certificate of Substantial Completion.

15.2.2. The **Contractor** warrants that the materials and equipment furnished under the Contract will be new and of recent manufacture unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The **Contractor's** warranty excludes remedy for damage or defect caused by abuse, Modifications not executed by the **Contractor**, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the **Design Professional**, the **Contractor** shall furnish satisfactory evidence as to the kind and quality of material and equipment.

15.2.3. The **Contractor** warrants that title to all Work covered by an application for payment will pass to the **City** either by incorporation in the construction or upon the receipt of payment by the **Contractor**, whichever occurs first, free and clear of all liens. The **Contractor** further agrees that the submission of any application for payment shall conclusively be deemed to waive all liens with respect to said Work to which the **Contractor** may then be entitled, provided that such waiver of the lien rights shall not waive the **Contractor's** right to payment for such Work.

15.2.4. The **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 the **City** no later than the time of payment free and clear of all liens.

15.2.5. No materials or supplies for the Work shall be purchased by the **Contractor** or Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The **Contractor** warrants that it has good title to all materials and supplies used by it in the Work, free from all liens.

15.2.6. The **Contractor** shall indemnify and hold the **City** harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The **Contractor** shall at the **City's** request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the **Contractor** fails to do so, then the **City** may, after having served written notice on the **Contractor** either pay unpaid bills, of which the **City** has written notice, direct, or withhold from the **Contractor's** unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the **Contractor** shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations on the **City** to either the **Contractor** or its surety. In paying any unpaid bills of the **Contractor**, the **City** shall be deemed the agent of the **Contractor** and any payment so made by the **City** shall be considered as payment made under the Contract by the **City** to the **Contractor** and the **City** shall not be liable to the **Contractor** for any such payment made in good faith.

15.3. Extended Warranties and Guarantees.

15.3.1. Any defective Work that is either corrected or replaced will be warranted and guaranteed for a period of three (3) years from the date of such correction or replacement.

**ARTICLE 16
CLAIMS**

16.1. In General.

16.1.1. Written Notice. A Claim must be made by written notice to the other party.

16.1.2. Content of Notice. The notice must include all written supporting data.

16.1.3. Burden of Proof. The party making the Claim must substantiate the Claim.

16.2. Time Limits on Claims.

16.2.1. Unless otherwise provided, all Claims must be made within twenty-one (21) days after the occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Any change or addition to a previously made Claim shall be made by a written notice within the twenty-one-day period in order to be valid.

16.3. Continuing Contract Performance.

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

16.4. Types of Claims.

16.4.1. Claims for Differing Subsurface or Latent Physical Conditions. (Reference: M.G.L. c. 30, §39N;). If, during the progress of the Work, the **Contractor** or the **City** discovers that the actual subsurface or latent physical conditions encountered at the Site differ substantially or materially from those shown on the Plans or indicated in the Contract Documents, either the **Contractor** or the **City** may request an equitable adjustment in the Contract Sum of the Contract applying to Work affected by the differing Site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a **Contractor**, or upon its own initiative, the **City** shall make an investigation of such physical conditions, and if they differ substantially or materially from those shown on the Plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work, the **City** shall make an equitable adjustment in the Contract Sum and the Contract shall be modified in writing accordingly.

16.4.2. Claims for Additional Cost. If the **Contractor** claims that any acts or omissions of the **City** or the **Design Professional**, including any instructions or orders, whether oral, written, by drawings, or otherwise, involve extra cost or time, and the **Contractor** has not received a written acknowledgment by the **City** or the **Design Professional** that extra payment will

be made or time extended on account thereof, the **Contractor** shall promptly so notify the **Design Professional** in writing of such Claim and shall proceed with the Work relating to such Claim and all rights of both parties with respect to such Claim shall be deemed to have been reserved. No Claim by the **Contractor** on account of such acts, omissions, instructions, or orders shall be valid unless the **Contractor** has so notified the **Design Professional** before proceeding.

16.4.2.1. Under no circumstances shall a Claim be made for additional cost where adverse weather conditions are the basis for the Claim.

16.4.3. Claims for Additional Time. If the **Contractor** wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The **Contractor** shall have the burden of demonstrating the effect of the claimed delay on the Contract Time and shall furnish the **Design Professional** with such documentation relating thereto as the **Design Professional** may reasonably require. Under no circumstances shall the **Contractor** make a Claim for an increase in the Contract Time due to a change in the **Contractor's** early completion date. If the increase in the Contract Time extends beyond the Contract Time established by the **City**, only the time that so extends beyond the Contract Time shall be reviewed and considered. In the case of a continuing delay, only one Claim is necessary.

16.4.3.1. Under no circumstances shall a Claim be made for additional time where adverse weather conditions are the basis for the Claim.

16.4.4. Claims for Injury to Person or Damage to Property. Should either party to the Contract suffer injury to person or damage to property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, a Claim will be made in writing to the other party within twenty-one (21) days of the occurrence of the act giving rise to the injury or damage.

16.5. Review of Claims.

16.5.1. Initial Referral. All Claims, the bases of which arise prior to final payment or the earlier termination of the Contract, shall be referred initially to the **Design Professional** for action as provided herein.

16.5.2. Time Period and Action. The **Design Professional** shall review Claims and shall do one of the following within fourteen (14) days of receipt of the Claim:

16.5.2.1. defer any action with respect to all or any part of a Claim for the purpose of requesting and receiving additional information from either party;

16.5.2.2. decline in writing to render a decision for any reason which it deems appropriate (including, but not limited to, the fact that the Claim involves allegations of fault on the part of the **Design Professional**); or

16.5.2.3. render a decision on all or a part of the Claim.

16.5.3. If the **Design Professional** requests additional information, the **Design Professional** shall take action with respect to the Claim no later than fourteen (14) days after receipt of the additional information. The **Design Professional** shall notify the parties in writing of its disposition of such Claim. If the **Design Professional** renders a decision or declines to render a decision, either party may proceed in accordance with paragraph 16.7.

16.6. Decisions.

16.6.1. Decisions by the City or the Design Professional. (*Reference:* M.G.L. c. 30, §39P;). In every case in which this Contract requires the **City**, any official, or its **Design Professional** to make a decision on interpretation of the Specifications, approval of equipment, material or any other approval, or progress of the Work, the decision shall be made promptly and, in any event, no later than fourteen (14) days after the written submission for decision; but if such decision requires extended investigation and study, the **City**, the official, or the **Design Professional** shall, within fourteen (14) days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty-day period and the date by which the decision will be made.

16.6.2. When Decision of the Design Professional is Final and Binding. The decision of the **Design Professional** shall be final and binding on the parties, unless a party files suit or a demand for arbitration within thirty (30) days after the date of the decision.

16.6.3. When Decision of the Design Professional is Not Final and Binding. (*Reference:* M.G.L. c. 30, §39J). Notwithstanding any contrary provision of this Contract, no decision by the **City** or by the **Design Professional** on a dispute, whether of fact or of law, arising under said Contract shall be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, arbitrarily, is unsupported by substantial evidence, or is based upon error of law.

16.6.4. Resolved Claims. If a Claim is resolved, the **Design Professional** shall obtain or prepare the appropriate documentation and provide the **City** and the **Contractor** with a copy of same.

16.7. Arbitration.

16.7.1. Controversies and Claims Subject to Arbitration. Any controversy or Claim arising out of or related to the

Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, except controversies or Claims relating to aesthetic effect, subject to the provisions of paragraph 16.7.7. In any such arbitration in which the amount stated in the demand is \$100,000 or less, the American Arbitration Association shall appoint a single arbitrator in accordance with such Rules, who shall be a lawyer. In any such arbitration in which the amount stated in the demand is in excess of \$100,000, the demand shall include the name of an arbitrator appointed by the claimant. The respondent shall appoint a second arbitrator and shall notify the claimant in writing of such appointment within thirty (30) days of receipt of the demand, failing which the matter shall be decided by the arbitrator named in the claimant's demand. Within thirty (30) days after the claimant's receipt of notice of the appointment of the second arbitrator, the two arbitrators shall appoint a neutral arbitrator and shall notify the parties in writing of such appointment, failing which either party may apply to the American Arbitration Association to appoint such neutral arbitrator. If such neutral arbitrator is appointed by the American Arbitration Association, he or she shall be a lawyer.

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

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

16.7.2.2. After the neutral arbitrator has been appointed, neither party may engage in *ex parte* communication with any arbitrator.

16.7.3. When Arbitration May Be Demanded. Demand for arbitration of any Claim, the basis of which arises prior to final payment or the earlier termination of the Contract may not be made before the earlier of (1) the date on which the **Design Professional** has rendered a written decision on the Claim or has notified the parties in writing that such decision will not be rendered or (2) forty-five (45) days following receipt by the **Design Professional** of a written request for a decision sent by registered or certified mail to both the **Design Professional** and the other party to this Contract.

16.7.3.1. In no event shall a demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

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

16.7.5. Claims and Timely Assertion of Claims. A party who files a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. When a party fails to include a Claim through oversight, inadvertence, or excusable neglect, or when a Claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

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

16.7.7. The City's Reservation of Rights. Notwithstanding any provision contained in this Article 16 or elsewhere in the Contract Documents, the **City** reserves the following rights in connection with Claims between the **City** and the **Contractor**, which rights may be exercised by the **City** unilaterally, in the **City's** sole discretion, and without the consent of the **Contractor**:

16.7.7.1. the right to institute legal action against the **Contractor** in any court of competent jurisdiction in lieu of demanding arbitration, in which case the dispute or disputes which are the subject of such action shall be decided by such court, and not by arbitration;

16.7.7.2. the right to obtain from any court of competent jurisdiction a stay of any arbitration instituted by the **Contractor**, provided that the application for such stay is made before the appointment of the neutral arbitrator in

such arbitration, in which case the dispute or disputes which are the subject of such arbitration shall be decided by such court and not by arbitration;

16.7.7.3. the right to require the **Contractor** to join as a party in any arbitration between the **City** and the **Design Professional** relating to the Project, in which case the **Contractor** agrees to be bound by the decision of the arbitrator or arbitrators in such arbitration.

16.7.8. In case the **City** elects to proceed in accordance with 16.7.7.1. or 16.7.7.2. above, the word "litigation" shall be deemed to replace the word "arbitration" wherever the latter word appears in the Contract Documents.

ARTICLE 17 EMERGENCIES

17.1. In an emergency affecting the health and safety of persons or property, the **Contractor** shall act to prevent threatened damage, injury, or loss.

17.2. In emergencies affecting the health, safety, or protection of persons, the Work or property at the Site or adjacent thereto, the **Contractor**, without special instruction or authorization from the **City** or the **Design Professional**, is obligated to act to prevent threatened damage, injury, or loss. The **Contractor** shall give the **Design Professional** prompt written notice if the **Contractor** believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the **Design Professional** determines that a change in the Contract Documents is required because of the action taken by the **Contractor** in response to such an emergency, a **Construction Change** Directive or Change Order will be issued to document the consequences of such action.

ARTICLE 18 TERMINATION OR SUSPENSION OF THE CONTRACT

18.1. Suspension by the City.

18.1.1. At any time and without cause, the **City** may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the **Contractor** and the **Design Professional** that will fix the date on which Work will be resumed. The **Contractor** shall resume Work on the date so fixed. The **Contractor** shall be allowed an adjustment in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any such suspension if the **Contractor** makes an approved Claim therefor, provided, however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the Awarding Authority to act within the time specified in this contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the General Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption, or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions. The General Contractor must submit the amount of a claim under provision (1) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim. The General Contractor must submit the amount of a claim under provision (1) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

18.1.1.1 Notwithstanding the above, if the City is required to suspend the work as a result of a request from the Office of the Attorney General in connection with a bid protest or an injunction, the Contractor shall not have a claim for damages, but the City shall extend the date of substantial completion for a period of time commensurate with the period of the suspension, and the liquidated damages clause shall not take effect until the extended date of substantial completion. If any of the following occurrences causes a delay in the work, the Contractor shall immediately notify CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) in writing. If, upon investigation, the City finds that the delay is excusable, the City shall extend the date of substantial completion for a period of time commensurate with the period of the excusable delay, and the liquidated damages clause shall not take effect until the extended date of substantial completion: (1) any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; (2) delays which are caused by the City and which are not occasioned by the Contractor's failure to supply CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) or its design professional with progress schedules, documents, samples, and the like, in a timely manner; (3) causes not reasonably foreseeable by the parties to this Contract, which are beyond the reasonable

control of the Contractor, such as blizzards, floods, hurricanes, tornadoes, and strikes; (4) any delay of any subcontractor resulting from paragraphs (1), (2), or (3).

18.1.2. If the Work is defective, if the **Contractor** fails to provide a sufficient number of skilled workers or suitable materials or equipment, or if the **Contractor** defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the **City** to begin and prosecute correction of such default or neglect with diligence and promptness, the **City** may correct such deficiencies, without prejudice to other remedies the **City** may have. In such case, an appropriate **Construction Change** Directive shall be issued deducting from payments then or thereafter due to the **Contractor** the cost of correcting such deficiencies including compensation for the **Design Professional's** additional services and expenses made necessary by such default, neglect, or failure and any and all direct, indirect, or consequential costs associated with the order to stop the Work. If such payments then or thereafter due the **Contractor** are not sufficient to cover such amounts, the **Contractor** shall immediately pay the difference to the **City**. The **Contractor** shall remain responsible for maintaining progress and shall not be entitled to any increase in the Contract Time or the Contract Sum.

18.2. Termination by the Contractor.

18.2.1. If, through no act or fault of the **Contractor**, a Subcontractor, or a Sub-subcontractor, the Work is suspended for a period of more than ninety (90) days by the **City**, or under an order of court or other public authority, or the **Design Professional** fails to act on any application for payment within thirty (30) days after it is submitted in proper form and content or the **City** fails for thirty (30) days to pay the **Contractor** any sum finally determined to be due, then the **Contractor** may terminate the Contract upon seven (7) days' written notice to the **City**, provided that the **City** does not remedy such suspension or failure within that time.

18.3. Termination by the City.

18.3.1. If the **Contractor** is adjudged a bankrupt, or if the **Contractor** makes a general assignment for the benefit of the **Contractor's** creditors, or if a receiver is appointed on account of the **Contractor's** insolvency, or if the Contractor makes a written admission of the Contractor's inability to pay debts, or if the Contractor becomes a debtor or defendant in (i) a voluntary or involuntary petition in bankruptcy, (ii) a petition for appointment of a receiver, (iii) a levy of an attachment or execution, (iv) a winding up or dissolution of a partnership or corporation, (v) or any other proceeding under which a court of competent jurisdiction assumes custody or control over the Contractor, or if the **Contractor** persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or fails to prosecute the work with such diligence as will, in the reasonable estimation of the City, ensure substantial completion within the time specified in the Contract Documents, or if the **Contractor** fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction or disregards an instruction, order, or decision of the **Design Professional**, or otherwise is in breach of any provision of the Contract and has failed to cure such breach after written notice from the City specifying 1) the breach, 2) what must be done to cure the breach, and 3) the time within which the breach must be cured, or otherwise is guilty of substantial violation of any provision of the Contract, then the **Contractor** shall be in default, and the **City** may, without prejudice to any other right or remedy and upon written notice to the **Contractor**, temporarily withhold cash payments pending correction of the deficiency, hold the Contractor and its sureties liable in damages, require the Contractor's sureties to complete the Contract, take possession of all materials, tools, appliances, equipment, construction equipment and machinery and vehicles, offices and other facilities on the Project Site, and all materials intended for the Work, wherever stored, without liability for loss or damage, following which use, the Contractor shall be liable for their removal from the site; and, seven (7) days after such notice, may terminate the employment of the **Contractor**, accept assignment of any or all subcontracts pursuant to Paragraph 6.6.1.1, and finish the Work by whatever method the **City** may deem expedient (including but not limited to using the services of another contractor (in which case the City shall have no obligation to use a competitive process to obtain the lowest contract prices) and look to the Contractor and the Contractor's sureties for the difference between the cost to complete the work and the contract sum hereunder.

The **City** shall be entitled to collect from the **Contractor** all direct, indirect, and consequential damages suffered by the **City** on account of the **Contractor's** default, including without limitation additional services and expenses of the **Design Professional** made necessary thereby. The **City** shall be entitled to hold all amounts due to the **Contractor** at the date of termination until all of the **City's** damages have been established, and to apply such amounts to such damages.

18.3.1.1. HUD Action. If the Contractor is in default, HUD and/or any other administering agency named herein may, with or without the consent of the City, cancel, suspend, or terminate this Contract in whole or in part; require the withholding or disallowance all or part of the funding for the project; declare the contractor ineligible for further Government contracts or avail itself of any other remedies available under the law.

18.3.2. (Reference: Somerville Municipal Code Chapter 2.117, Section 2.117.110C). In the event the **Contractor** or any of its agents or employees violates any provision of Somerville Municipal Code Chapter 2.117 that is applicable to **City**

contractors in connection with the awarding, administration, or performance of the Contract, the **City** may terminate the sat Contract.

18.3.3. (a) The City may terminate this Contract without cause, at any time, effective upon the date of termination specified by written notice to the Contractor, in which case, the Contractor shall be compensated for: (1) sums due under this Contract incurred up to the date of termination for all Work performed and accepted by the City up to the termination date, calculated on a percentage completion basis covering the period of time between the last approved application for payment and the date of termination using the progress schedule and schedule of values. The Contractor shall use its best efforts to mitigate any expenses and shall in no event incur any new obligations after the date of termination.

(1) Payment by the City as provided in this section shall be deemed to fully compensate the Contractor for all expenses and those of any consultants, subcontractors and suppliers, directly or indirectly attributable to the termination. Lost profits shall not be payable. Any such termination shall not give rise to any cause of action for damages against the City.

(b) Contractor's Duties Upon Termination For Convenience. Upon termination of this Contract without cause, the Contractor shall: (1) immediately stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts (subject to the City providing notice that it accepts assignment of any or all subcontracts pursuant to Paragraph 6.6.1.1); (4) surrender the site to City in a safe condition; and (5) promptly transfer to City all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all work product, plans, drawings, specifications and other information and documents used in connection with Services performed under this Contract. Failure by the Contractor to comply with said duties shall relieve the City of its obligation to compensate the Contractor, as provided for under this section.

ARTICLE 19

AMERICANS WITH DISABILITIES ACT (42 U.S. 12131)

19.1. On July 26, 1994, the Americans with Disabilities Act ("the Act") became effective for employers of fifteen or more employees.

19.2. The Act protects against discrimination on the basis of "disability," which is defined as a physical or mental impairment that substantially limits at least one "major life activity;" or discrimination against an individual who has a record of such impairment; or discrimination against an individual being regarded - even if inaccurately - as having such impairment. The Act also expressly prohibits job discrimination that is based on any individual's relationship or association with a disabled person.

19.3. If the **Contractor** is subject to the Act, it must comply with its provisions.

ARTICLE 20

WRITTEN NOTICE TO THE PARTIES

20.1. In General.

20.1.1. All written communications from the **Design Professional** to the **Contractor** shall be copied to the **City**. All written communications from the **Contractor** to the **Design Professional** shall be copied to the **City**. All written communications from the **Contractor** to the **City** shall be copied to the **Design Professional**.

20.2. Addresses.

20.2.1. To the City. Written notice to the **City** shall be sent or hand-delivered to:

Mayor
City of Somerville
93 Highland Avenue
Somerville, MA 02143

City Solicitor
Law Department
93 Highland Avenue
Somerville, MA 02143

Director of Contracting Department (as stated on first page of this Agreement)
City Hall
93 Highland Avenue
Somerville, MA 02143

20.2.2. To the Contractor. Both the address given on the bid form upon which the Agreement is founded and the **Contractor's** office at or near the Site of the Work are hereby designated as places to either of which notices, letters, and other communications to the **Contractor** shall be certified, mailed, or delivered. Delivery of any notice, letter, or other communication to the **Contractor** at or depositing same in a postpaid wrapper directed to either place shall be deemed sufficient service thereof upon the **Contractor**. Written notice shall be deemed to have been duly served on the **Contractor** if it is sent or hand-delivered to any member or officer of the **Contractor**. The date of said service shall be the date of such delivery or mailing. The address may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor** and delivered to the **City** and to the **Design Professional**. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the **Contractor** personally. Moreover, any notice, letter, or other communication required under the Contract may be served on the **Contractor's** representative at job meetings. The **Contractor** shall provide the **City** with its change of address seven (7) days prior to its effective date.

20.2.3. To the Design Professional. Written notice to the **Design Professional** shall be sent or hand-delivered to the address appearing on the Project Manual. Written notice shall be deemed to have been duly served on the **Design Professional** if it is sent or hand-delivered to any member or officer of the **Design Professional**.

ARTICLE 21

MISCELLANEOUS PROVISIONS

21.1. Governing Law.

21.1.1. This Contract shall be governed by the laws of the Commonwealth of Massachusetts and the United States of America.

21.2. Venue.

21.2.1. Venue for any court action or proceeding shall be Middlesex County in the Commonwealth of Massachusetts only. The **Contractor**, all Subcontractors, and Suppliers waive any and all jurisdictional and venue defenses.

21.3. Successors and Assigns.

21.3.1. The **Contractor** shall not assign, in whole or in part, its rights and obligations under the Contract Documents without prior written consent of the **City**. An assignment without the prior written consent of the **City** shall not relieve the **Contractor** of its obligations thereunder.

21.3.2. The **City** and the **Contractor** respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents.

21.4. Statutory Limitation Period.

21.4.1. It is expressly agreed that the obligations of the **Contractor** hereunder arise out of contractual duties, and that the failure of the **Contractor** to comply with the requirements of the Contract Documents shall constitute a breach of contract, not a tort, for the purpose of applicable statutes of limitations and repose. Any cause of action which the **City** may have on account of such failure shall be deemed to accrue only when the **City** has obtained actual knowledge of such failure, not before.

21.5. Rights and Remedies.

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

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

21.6 Severability. In the event that any provision of this Agreement is found to be legally unenforceable, the remainder of the Agreement shall remain in full force and effect.

21.7 Conflict of Interest Laws. The City and the Contractor shall comply with all applicable conflict of interest statutes and regulations.

21.8 If this contract is in excess of \$2,000 and is federally funded, the Contractor shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 874 and 29 CFR Part 3), and shall not induce any person employed in the construction, completion, or repair of a public building or public work, to give up any part of the compensation to which he would otherwise be entitled.

21.9. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

a) the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, sexual orientation, national origin, age, disability, Vietnam Era veteran status or because an employee or applicant is a recipient of federal, state, or local public assistance or housing subsidies; and

b) the Contractor shall not discriminate, in any stage of the contract from award to completion, in the selection or retention of subcontractors, suppliers, and materialmen, or in the procurement of materials or supplies, or the rental of equipment, on the basis of race, religion, sex, marital status, sexual orientation, national origin, age, disability, Vietnam Era veteran status, or because an individual is a recipient of federal, state, or local public assistance or housing subsidies; and

c) the Contractor shall post an equal employment opportunity notice in conspicuous places at the worksite, shall make copies of such notice available to employees and job applicants, and shall send such notice to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding; and

d) the Contractor shall, to the greatest extent feasible, give employment and on-site training opportunities, to lower-income, minority, women, and disabled members of the local community and shall award subcontracts, when possible, to Minority Business Enterprises (MBE) and Women Business Enterprises (WBE).

e) the contractor shall include language similar to the above in all subcontracts.

END

PART 3: TECHNICAL SPECIFICATIONS AND PLANS



PHASE 1: TEMPORARY PANEL STABILIZATION

BID SET

East Somerville Community School
115 Pearl Street
Somerville, Massachusetts
8 September 2026

SGH Project 241254.17

PREPARED FOR
City of Somerville
1 Franey Road
Somerville, MA 02145

PREPARED BY
Simpson Gumpertz & Heger Inc.
480 Totten Pond Road
Waltham, MA 02451
o: 781.907.9000

BID SET

City of Somerville
1 Franey Road
Somerville, MA 02145

SIMPSON GUMPERTZ & HEGER INC.
480 Totten Pond Road
Waltham, MA 02451

Tel.: 781/907-9000
Fax: 781/907-9009

Contact: Sal A. Capobianco, P.E.

8 September 2026

SGH Project 241254.17

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Phase 1: Temporary Panel Stabilization
East Somerville Community School
Somerville, MA

BID SET
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SECTION 011000

SUMMARY OF WORK

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 PROJECT INFORMATION

- A. Project Identification: Phase 1: Temporary Panel Stabilization.
 - 1. Project Location: East Somerville Community School, 115 Pearl Street, Somerville, Massachusetts.
 - 2. Project Description: Temporary stabilization of existing precast panel system.
- B. Owner: City of Somerville, Somerville, Massachusetts.
- C. Owner's Representative: Mr. Ralph Henry, Acting Director of Capital Projects and Programs.
- D. Engineer: Simpson Gumpertz & Heger Inc., 480 Totten Pond Road, Waltham, Massachusetts.
 - 1. Project Principal: Sal A. Capobianco, P.E.

1.03 SUMMARY

- A. Schedule:
 - 1. All work that causes noise disturbances to the building occupants shall be approved by and scheduled with the Owner. Work that causes noise disturbances shall include, but not be limited to, saw cutting, drilling, chipping, and grinding of the existing concrete and steel surfaces.
- B. The work contemplated by the Contract Documents includes the work of all trades required and all labor, equipment, materials, access, and supervision necessary and incidental to the work indicated. The following descriptions of the work represent a brief summary of the Project. For additional and more complete information, refer to the Drawings and Specifications.

1. Project Mobilization:
 - a. This work shall include General Contractor and subcontractor mobilization costs. Include permits, temporary offices, bonding costs, etc.
2. Project General Requirements:
 - a. This work shall include all miscellaneous work associated with the completion of the work in accordance with the Construction Documents. This shall include, but not be limited to, incidental barricades, cleanup, dust and fume control, layout, equipment, waste disposal, documentation, obstruction removal and replacement, monthly and final as-built documents, closeout documents, and temporary water and utilities.

C. Joint Sealant:

1. Install sealant at four sides of each typical precast concrete panel at elevations noted on the Drawings. Provide weep holes at lower corners of each panel.
2. At panels adjacent to openings, install galvanized steel washers fastened to the existing Gridworx track at panel corners adjacent to opening.
3. Prepare mockups for engineer and owner review and perform sealant adhesion tests to assist the design team in determining the materials, colors, and procedures for final specification of sealant installation.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

3.01 WORK SEQUENCE

- A. Coordinate access to occupied spaces and all required phases with the Owner.

3.02 WORK HOURS

- A. The Contractor can gain access to the premises during the hours specified below. In addition, the Contractor and its personnel will limit themselves to the working premises during working hours. If Work needs to be scheduled during times other than those listed below, the Contractor shall inform the Owner one week prior to Work.

1. Normal construction activities in accordance with City of Somerville Ordinances:

- a. To be coordinated with the Owner.
- b. Monday to Friday: 7:00 a.m. to 7:00 p.m.
(1) Demolition Activities: 8:00 a.m. to 5:00 p.m.
- c. Saturday: 9:00 a.m. to 5:00 p.m.

3.03 CONTRACTOR USE OF PREMISES

- A. Use of the Site: Limit use of the premises to Work in areas indicated within the Construction Documents. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - 1. Maintain all vehicular traffic at the adjacent road areas and safeguards required or necessary to the progress of the Work, and effectively control such traffic in a manner so as to provide minimum hazard to the Work and all persons.
- B. The Contractor shall be aware of the sensitivity of the community to noise, dust, debris, and site maintenance and take appropriate precautions to avoid conflict.
- C. Contractor is advised that the work will be performed on an active and fully occupied school building and school yard. Do not obstruct access and use of the property by the school except in immediate work areas. Contractor shall not block or impede egress doorways during its conduct of the work.

3.04 REFERENCE STANDARDS

- B. For products specified by association or trade standards, comply with requirements for the standard, except where more rigid requirements are specified or are required by code. Refer to Section 014200 – References.
- C. Where reference is made in the Contractual Documents to publications and standards issued by associations and societies, the intent shall be understood to specify the current edition of such publications and standards (including tentative revision) in effect on the date of the contract advertisement, notwithstanding any reference to a particular date.

3.05 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference to review the Work will be conducted by the Owner and Engineer.

- B. Representatives of the following shall be required to attend this conference:
 - 1. Owner.
 - 2. Owner's Representative.
 - 3. Engineer.
 - 4. Contractor.
 - 5. All subcontractors.
- C. The Contractor shall have a responsible representative at the preconstruction conference to be called by the Owner following the award of the Contract, as well as representatives of field or office forces and major subcontractors. All such representatives shall have authority to act for their respective firms. The preconstruction conference is to be held within five days of Notice to Proceed or as otherwise determined by the Owner.

3.06 PROJECT MEETINGS

- A. Project meetings shall be held on a weekly basis and as required, subject to the discretion of the Owner and the Engineer.
- B. As a prerequisite for monthly payments, ordering schedules, Shop Drawing submitted schedules, and coordination meeting schedules shall be prepared and maintained by the Contractor and shall be revised and updated on a monthly basis, and a copy shall be submitted to the Owner and the Engineer.
- C. In order to expedite construction progress on this Project, the Contractor shall order all materials immediately after the approval of Shop Drawings and shall obtain a fixed date of delivery to the Project site for all materials ordered that shall not impede or otherwise interfere with construction progress. The Contractor shall present a list and written proof of all materials and equipment ordered (through purchase orders). This list shall be presented at the meetings and shall be continuously updated.
- D. Scheduling shall be discussed with all concerned parties, and methods shall be presented by the Contractor that shall reflect construction completion not being deferred or foreshortened. Identify critical long-lead items and other special scheduling requirements. The Project schedule is to include time for submission of Shop Drawing submittals, time for review, and allowance for resubmittal and review.
- E. Project meetings shall be chaired by the Engineer.

- F. Minutes of the Project meetings shall be prepared by the Engineer and shall be distributed to all present. The Engineer's meeting minutes shall be the only official meeting record.

3.07 PERMITS, INSPECTION, AND TESTING REQUIRED BY GOVERNING AUTHORITIES

- A. If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having any jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Engineer, the Owner, and such Authority timely notice (five business days minimum) of its readiness so that the Engineer may observe such inspecting, testing, or approval.
- B. Prior to the start of construction, the Contractor shall complete application to the applicable Building Code enforcement authority for a Building Permit. Such Permit shall be displayed in a conspicuous location at the Project site.
- C. Unless otherwise specified under the Sections of the Specifications, the Contractor shall pay such proper and legal fees to public officers and others as may be necessary for all permits, inspections, and the due and faithful performance of the Work and that may arise incidental to the fulfilling of this Contract. As such, all fees, charges, and assessments in connection with the above shall be paid by the Contractor.
- D. The Contractor shall furnish and install all information required by the Building Official and shall secure the general building permit for the Work promptly on award of the Contract. The Contractor shall conform to all conditions and requirements of the permit and code enforcement authority. The Contractor shall provide names and license numbers of its responsible representatives to complete the application for Permit and shall receive the Permit and promptly distribute copies to Owner and the Engineer.
- E. The Contractor and specialized subcontractors, as applicable shall identify all permits (other than general building permit) required from Authorities Having Jurisdiction over the Project for the construction and occupancy of the Work. The Contractor shall prepare the necessary applications and submit required plans and documents to obtain such permits in a timely manner and shall furnish the required information to the Building Official and obtain the required permits as early as practicable after award of the Contract.
 - 1. The Contractor shall display all permit cards as required by the Authorities and shall deliver legible photocopies of all permits to the Owner and the Engineer promptly upon their receipt.
 - 2. The Contractor shall arrange for all inspections, testing, and approvals required for all permits and shall notify the Engineer and the Owner of such

inspections at least three business days in advance (longer if so required in the various Sections of the specifications) so that they may arrange to observe.

3. The Contractor shall comply with all conditions and shall provide all notices required by all permits.
4. The Contractor shall perform and/or arrange for and pay all testing and inspections required by the governing codes and Authorities, other than those provided by the Owner, and shall notify the Engineer and the Owner of such inspections at least three business days in advance of all such testing or inspection so that they may arrange to observe.
5. Where inspecting authorities require corrective Work for conformance with applicable codes and Authorities, the Contractor shall promptly comply with such requirements, except in cases where such requirements clearly exceed the requirements of the Contract Documents, in which case the Contractor shall proceed in accordance with the procedures for modifications or changes in the Work established in the Contract Documents, as amended.

END OF SECTION

SECTION 012000

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 PROJECT PRICING

- A. The Bidder shall complete the Form for General Bid, including all requested information.
- B. Project pricing is a combination of lump-sum work items and unit-price work items for each phase.
- C. Bids shall be based on specified materials, not on alternate materials proposed by the Bidder.

1.03 UNIT PRICES

- A. Bidders shall submit unit prices for each unit-price item identified on the Form for General Bid. The amount of each unit price shall be stipulated in the space provided in the Form for General Bid.
- B. Unit prices shall include all costs to provide and install the Work, including, but not limited to, labor, materials, equipment, supervision, overhead, profit, etc.

1.04 LUMP-SUM PRICES

- A. Bidders shall submit lump-sum prices for each lump-sum item listed on the Form for General Bid. The amount of each lump-sum price shall be stipulated in the space provided in the Form for General Bid.
- B. Lump-sum prices shall include all costs to provide and install the Work, including, but not limited to, labor, materials, equipment, supervision, overhead, profit, etc.

1.05 PROPOSED ALTERNATE MATERIALS

- A. Alternate materials may be proposed by the Bidder under the following conditions:
 - 1. The Base Bid is based on the specified materials.

2. Alternate materials are identified, with any change to the bid price as noted in the Base Bid.

1.06 PROPOSED ALTERNATE PHASING

- A. Bidders may propose alternate phasing plans.
- B. Bidders may propose an alternate number of phases.
- C. Proposed alternates shall include plans showing proposed changes and the changes to the Base Bid pricing.
- D. The Owner will determine whether the proposed alternate phasing will be accepted.

1.07 UNIT-PRICE QUANTITY MEASUREMENT

- A. The Owner reserves the right to reject the Contractor's measurement of Work in place that involves use of established unit prices and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.
- B. The Contractor shall maintain drawing copies that locate all unit-price repairs performed. Work being invoiced must be properly identified. These drawings shall be incorporated into the "As Built" drawing set required by Section 017000 of the Specifications.
- C. Quantity measurements shall be performed as described in the Technical Specifications or shown on the Drawings.

1.08 CHANGES INVOLVING UNIT PRICES

- A. Should certain additional work be required, should certain contract work be deleted, or should the quantities of certain items of work be increased or decreased from those shown by the Contract Documents, the unit prices contained in the Form for General Bid shall be the basis of payment to the Contractor or credit to the Owner, for such increase or decrease in the work.
- B. The Unit Prices shall represent the exact net amount per unit to be paid to the Contractor (in the case of additions or increases) or to be refunded to the Owner (in the case of decreases). No additional adjustment will be allowed for overhead, profit, insurance, or other direct or indirect expenses of the Contractor or Subcontractors.

1.09 SCHEDULE OF VALUES

- A. The Contractor shall prepare a Schedule of Values for the Work as required by Para. 9.2 of the General Conditions of the Contract for Construction.

- B. Submit the Schedule of Values to the Engineer at the earliest feasible date, but in no case later than seven days before the date scheduled for submittal of the Applications for Payment.
- C. Update and resubmit the Schedule of Values when change orders result in a change in the Contract Sum.
- D. Use the Form for General Bid as a guide to establish the format for quantity and value of work items on the Schedule of Values.

1.10 WAGE RATES AND EQUIPMENT CHARGES

- A. The Owner may order changes in the Work other than changes in quantities associated with unit-price work items. Provide in the bid proposal a schedule of wage rates and equipment charges to be used to compute the cost to the Owner resulting from such changes in the Work.

1.11 APPLICATION FOR PAYMENT

- A. The form of Application for Payment shall be notarized AIA Document G702 – Application and Certification for Payment – supported by AIA Document G703 – Continuation Sheet.
- B. The date for each progress payment is the last day of each month. The period of construction work covered by each Application for Payment is the period ending the last day of the month prior to the date for each progress payment and starting the day following the end of the preceding period.
- C. Complete all entries on the form, including notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. Incomplete applications will be returned without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
 - 2. Include amount of change orders issued prior to the last day of construction period covered by the application.
- D. Submit one electronic copy of each Application for Payment to the Engineer. The Application for Payment shall be complete, including waivers of lien and similar attachments, when required.
- E. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 - 1. List of subcontractors.

2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Contractor's Construction Schedule.
 5. Schedule of principal products.
 6. Submittal Schedule.
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of permits.
 10. Copies of authorizations and licenses from governing authorities for performance of the Work.
 11. Initial progress report.
 12. Certificates of insurance and insurance policies.
 13. Performance and payment bonds.
 14. Data needed to acquire Owner's insurance.
- F. Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:
1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Assurance that unsettled claims will be settled.
 4. Assurance that Work not complete and accepted will be completed without undue delay.
 5. Transmittal of required Project construction records to the Owner.
 6. Proof that taxes, fees, and similar obligations have been paid.
 7. Removal of temporary facilities and services.
 8. Removal of surplus materials, rubbish, and similar elements.

9. Warranties.

1.12 WAIVERS OF MECHANICS LIENS

- A. With each Application for Payment, submit waivers of mechanics' liens from the contractor, subcontractors, sub-subcontractors, and suppliers for the construction period covered by the previous application.
- B. Submit partial waivers on each item for all previous applications for payment, prior to deduction for retainage, on each item.
- C. When an application shows completion of an item, submit final or full waivers.
- D. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
- E. Submit waivers of lien on forms and executed in a manner acceptable to the Owner.

1.13 DEFINITIONS AND BID ADJUSTMENTS

A. Description of Abbreviations:

- 1. lf = Lineal Feet
- 2. ea = Each
- 3. sq ft = Square Feet
- 4. ls = Lump Sum
- 5. lbs = Pounds
- 6. loc = Locations
- 7. cu ft = Cubic Feet
- 8. cu yd = Cubic Yards
- 9. n/a = Not Applicable

- B. The quantities appearing in schedules in the Contract Documents are approximate only and are prepared for comparison of bids. Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in accordance with the Contract unit prices. The Owner reserves the right to delete any item, portion, or phase of the Work. Bid price for all other work items to remain unchanged.

1. The quantities appearing in the schedules in the Contract Documents have been measured or estimated by the Engineer. The Contractor may rely upon these quantities in preparation of the Base Bid.
2. The items provided in schedules in the Contract Documents do not represent all the General Requirement Work required by this Contract.
3. See the Drawings and Specifications for other Work required as part of this Contract but not listed in schedules.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012500

SUBSTITUTION PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 016000 – Product Requirements for requirements for submitting comparable product submittals for products by listed manufacturers.

1.03 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Contractor or Owner.
 - 1. Substitutions for Cause: Changes proposed by the Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by the Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to the Contractor or Owner.

1.04 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

- b. Coordination information, including a list of changes or revisions needed to other parts of the Work and construction performed by the Owner and separate contractors that will be necessary to accommodate proposed substitution.
- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include an annotated copy of the applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building code in effect for the Project from ICC-ES or other applicable code organization.
- j. Detailed comparison of the Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.

- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 2. Engineer's Action: If necessary, the Engineer will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. The Engineer will notify the Contractor of acceptance or rejection of proposed substitution within fifteen days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Construction Change Directive, or Owner Consultant's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if the Owner's Consultant does not issue a decision on use of a proposed substitution within time allocated.

1.05 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.06 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 – PRODUCTS

2.01 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fifteen calendar days prior to time required for preparation and review of related submittals.
 - 1. Conditions: The Engineer will consider the Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, the Engineer will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.

- b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect the Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: The Engineer will consider requests for substitution if received within thirty calendar days after commencement of the work. Requests received after that time may be considered or rejected at the Engineer's discretion.
- 1. Conditions: The Engineer will consider the Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, the Engineer will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers the Owner a substantial advantage in cost, time, energy conservation, or other considerations after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect the Contractor's construction schedule.

- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012600

CONTRACT MODIFICATION PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 – Substitution Procedures.

1.03 MINOR CHANGES IN THE WORK

- A. The Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710 – Architect's Supplemental Instructions.

1.04 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by the Engineer are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in the Proposal Request or ten calendar days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

- b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, the Contractor may initiate a claim by submitting a request for a change to the Engineer.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Section 012500 – Substitution Procedures if the proposed change requires substitution of one product or system for product or system specified.

1.05 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, the Contractor will issue a Change Order for signatures of the Owner and Contractor on AIA Document G701.

1.06 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: The Engineer may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time-and-material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 013100

PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on the Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 012600 – Contract Modification Procedures.
 - 2. Section 013200 – Construction Progress Documentation.
 - 3. Section 017300 – Execution.
 - 4. Section 017419 – Construction Waste Management and Disposal.
 - 5. Section 017700 – Closeout Procedures.

1.03 DEFINITIONS

- A. Requests for Information (RFI): Request from the Owner, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.04 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or

equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within fifteen days of starting construction operations, submit a list of key personnel assignments, including the superintendent and other personnel in attendance at the Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, cellular telephone numbers, and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to the Project.
1. Post copies of the list in the project meeting room, in the temporary field office, and by each temporary telephone. Keep the list current at all times.

1.05 GENERAL COORDINATION PROCEDURES

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence as required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for the Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of the Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate the use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as the Owner's property.
- 1.06 REQUESTS FOR INFORMATION (RFIs)
- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, prepare and submit an RFI in the form specified.
1. The Engineer will return RFIs submitted to the Engineer by other entities controlled by the Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner to avoid delays in the Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Engineer.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If the Contractor's suggested resolution impacts the Contract Time or the Contract Sum, state the impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716 or software-generated form with substantially the same content as indicated above, acceptable to the Engineer.
1. Attach electronic files in Adobe Acrobat PDF format.
- D. Engineer's Action: The Engineer will review each RFI, determine action required, and respond. Allow five business days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.

- b. Requests for approval of substitutions.
 - c. Requests for approval of the Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of the Engineer's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
- 2. The Engineer's action may include a request for additional information, in which case the Engineer's time for response will date from time of receipt of additional information.
- 3. The Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for the Contractor to submit Change Proposal according to Section 012600 – Contract Modification Procedures.
 - a. If the Contractor believes the RFI response warrants a change in the Contract Time or the Contract Sum, notify the Engineer in writing within five business days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B or software log with not less than the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Engineer.
 - 4. RFI number, including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Engineer's response was received.
- F. On receipt of the Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify the Engineer within five business days if the Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
2. Identification of related Field Order, Construction Change Directive, and Proposal Request, as appropriate.

1.07 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at the Project site unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify the Owner and Engineer of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: The Entity responsible for conducting the meetings will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including the Owner and Engineer, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to the Owner and Engineer, but no later than fifteen days after execution of the Agreement.
 1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of the Owner, Engineer, Contractor and its superintendent, major subcontractors, suppliers, and other concerned parties shall attend the conference.
 3. Participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
 4. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long lead items.
 - d. Designation of key personnel and their duties.

- e. Lines of communication.
- f. Procedures for processing field decisions and Change Orders.
- g. Procedures for RFIs.
- h. Procedures for testing and inspecting.
- i. Procedures for processing Applications for Payment.
- j. Distribution of the Contract Documents.
- k. Submittal procedures.
- l. Preparation of record documents.
- m. Use of the premises.
- n. Work restrictions.
- o. Working hours.
- p. Owner's occupancy requirements.
- q. Responsibility for temporary facilities and controls.
- r. Procedures for moisture and mold control.
- s. Procedures for disruptions and shutdowns.
- t. Construction waste management and recycling.
- u. Parking availability.
- v. Office, work, and storage areas.
- w. Equipment deliveries and priorities.
- x. First aid.
- y. Security.
- z. Progress cleaning.

5. Minutes: The General Contractor will record and distribute meeting minutes.

- C. Preinstallation Conferences: Conduct a preinstallation conference at the Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow shall attend the meeting. Advise the Engineer of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility requirements.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.

- u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference at a time convenient to the Owner and Engineer, but no later than thirty calendar days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of the Owner, Engineer, Contractor and its superintendent, major subcontractors, suppliers, and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for delivery of material samples, attic stock, and spare parts.

- e. Preparation of Contractor's punch list.
 - f. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - g. Submittal procedures.
 - h. Coordination of separate contracts.
 - i. Owner's partial occupancy requirements.
 - j. Installation of Owner's furniture, fixtures, and equipment.
 - k. Responsibility for removing temporary facilities and controls.
4. Minutes: The General Contractor will record and distribute meeting minutes.
- E. Progress and Coordination Meetings: Conduct progress and coordination meetings at weekly intervals.
- 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. Attendees: In addition to representatives of the Owner and Engineer, each Owner's Consultant concerned with current progress, and each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule in relation to the Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - (1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:

- (1) Interface requirements.
 - (2) Sequence of operations.
 - (3) Status of submittals.
 - (4) Deliveries.
 - (5) Offsite fabrication.
 - (6) Access.
 - (7) Site utilization.
 - (8) Temporary facilities and controls.
 - (9) Work hours.
 - (10) Hazards and risks.
 - (11) Progress cleaning.
 - (12) Quality and work standards.
 - (13) Status of correction of deficient items.
 - (14) Field observations.
 - (15) Status of RFIs.
 - (16) Status of proposal requests.
 - (17) Pending changes.
 - (18) Status of Change Orders.
 - (19) Pending claims and disputes.
 - (20) Documentation of information for payment requests.
4. Minutes: The General Contractor will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise the Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 013200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Startup construction schedule.
 - 2. Contractor's construction schedule.
 - 3. Construction schedule updating reports.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Site condition reports.
 - 7. Special reports.
- B. Related Requirements:
 - 1. Section 013300 – Submittal Procedures for submitting schedules and reports.

1.03 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.

- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by the Engineer.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either the Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.04 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
- B. Startup Construction Schedule:
 - 1. Approval of cost-loaded startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- D. Construction Schedule Updating Reports: Submit at weekly construction meetings.

- E. Site Condition Reports: Submit at time of discovery of differing conditions.
- F. Special Reports: Submit at time of unusual event.

1.05 COORDINATION

- A. Coordinate the Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 – PRODUCTS

2.01 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend the schedule from date established for the Notice of Award to date of Substantial Completion.
 - 1. The contract completion date shall not be changed by submission of a schedule showing an early completion date unless specifically authorized by a Change Order.
- B. Activities: Comply with the following:
 - 1. Activity Duration: Define activities so that no activity is longer than fourteen days unless specifically allowed by the Engineer.
 - 2. Procurement Activities: Include procurement process activities for the long lead items and major items requiring a cycle of more than fourteen days as separate activities in the schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 – Submittal Procedures in schedule. Coordinate submittal review times in the Contractor's construction schedule with submittal schedule.
 - 4. Startup and Testing Time: Include no fewer than seven days for startup and testing.

5. Substantial Completion: Indicate completion in advance of the date established for Substantial Completion, and allow time for the Engineer's administrative procedures necessary for certification of Substantial Completion.
 6. Punch List and Final Completion: Include not more than ten days for completion of punch-list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work Under More Than One Contract: Include a separate activity for each contract.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Seasonal variations.
 - c. Environmental control.
 4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.

- k. Curing.
 - l. Building flush-out.
 - m. Startup and placement into final use and operation.
- 5. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Temporary enclosure and space conditioning.
 - c. Permanent space enclosure.
 - d. Completion of mechanical installation.
 - e. Completion of electrical installation.
 - f. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in the schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Cost Correlation: Superimpose a cost-correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
- F. Upcoming Work Summary: Prepare a summary report indicating activities scheduled to occur or commence prior to submittal of the next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and Contract Time.
- G. Recovery Schedule: When periodic update indicates that the Work is seven or more calendar days behind the current approved schedule, submit a separate recovery

schedule indicating means by which the Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, the Contractor's construction schedule within fourteen days of date established for the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

2.03 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at the Project site:
 - 1. List of subcontractors at the Project site.
 - 2. List of separate contractors at the Project site.
 - 3. Approximate count of personnel at the Project site.
 - 4. Equipment at the Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (see special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.

15. Construction Change Directives received and implemented.

16. Services connected and disconnected.

17. Equipment or system tests and startups.

18. Partial completions and occupancies.

19. Substantial Completions authorized.

- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.04 SPECIAL REPORTS

- A. General: Submit special reports directly to the Owner within one day of an occurrence. Distribute copies of the report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the Project site, regardless of whether it is related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by the Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise the Owner in advance when these events are known or predictable.

PART 3 – EXECUTION

3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Employ skilled personnel with experience in scheduling and reporting techniques. Scheduler shall attend all meetings related to the Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule at each regularly scheduled progress meeting.
 - 1. Revise the schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to the Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by the Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 013300

SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 013200 – Construction Progress Documentation for submitting schedules and reports, including the Contractor's construction schedule.
 - 2. Section 017700 – Closeout Procedures for submitting maintenance materials.
 - 3. Section 017839 – Project Record Documents for submitting record Drawings, record Specifications, and record Product Data.

1.03 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require the Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require the Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

- D. Portable Document Format (PDF): An open-standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.04 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals arranged in chronological order by dates required by the construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by the Engineer and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Submittal: Submit concurrently with the first complete submittal of the Contractor's construction schedule.
3. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for the Engineer's final release or approval.
 - g. Scheduled date of fabrication.
 - h. Scheduled dates for purchasing.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.05 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided for the Contractor's use in preparing submittals.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on the Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow ten business days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. The Engineer will advise the Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in the same manner as the initial submittal.
 3. Resubmittal Review: Allow ten business days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by the Engineer, Owner, or other parties is indicated, allow twenty business days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to multiple Owner's Consultants, allow fifteen business days for review of each submittal. Submittal will be returned to Contractor through the Engineer.

- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 in. on label or beside title block to record Contractor's review and approval markings and action taken by the Engineer.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Submittal number or other unique identifier, including revision identifier.
 - (1) Use the Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). In resubmittals, include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Other necessary identification.
 4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless the Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

- a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to the Engineer.
5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. The Engineer will return without review submittals received from sources other than the Contractor.
 - a. Transmittal Form for Paper Submittals: Use CSI Form 12.1A.
 - b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
 - (1) Project name.
 - (2) Date.
 - (3) Destination (To:).
 - (4) Source (From:).
 - (5) Name and address of Engineer.
 - (6) Name of Construction Manager (where applicable).
 - (7) Name of Contractor.
 - (8) Name of firm or entity that prepared submittal.
 - (9) Names of subcontractor, manufacturer, and supplier.
 - (10) Category and type of submittal.
 - (11) Submittal purpose and description.
 - (12) Specification Section number and title.
 - (13) Specification paragraph number or drawing designation and generic name for each of multiple items.
 - (14) Drawing number and detail references, as appropriate.
 - (15) Indication of full or partial submittal.
 - (16) Transmittal number numbered consecutively.
 - (17) Submittal and transmittal distribution record.

(18) Remarks.

(19) Signature of transmitter.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. Use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). In resubmittals, include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Provide means for insertion to permanently record the Contractor's review and approval markings and action taken by the Engineer.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name of Construction Manager (where applicable).
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.

- l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
- 5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- F. Options: Identify options requiring selection by the Engineer.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on the Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by the Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from the Engineer's action stamp.

- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on the Project site. Use only final action submittals that are marked with approval notation from the Engineer's action stamp.

PART 2 – PRODUCTS

2.01 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Submit electronic submittals via email as PDF electronic files.
 - a. The Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. The Engineer will return two copies.
 - 3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. The Engineer will not return copies.
 - 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.

- b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 in. but no larger than 30 by 42 in.
 - 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Transmit Samples that contain multiple related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 - 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity.

Sample sets may be used to determine final acceptance of construction associated with each set.

- a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work or otherwise designated as the Owner's property are the property of the Contractor.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
- a. Number of Samples: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. The Owner's Representative, through the Engineer, will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in the manner specified, and physically identical with the material or product proposed for use and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
- a. Number of Samples: Submit three sets of samples. The Owner's Representative and Engineer will retain two sample sets; the remainder will be returned.
 - (1) Submit a single sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - (2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a sample, submit at least three sets of paired units that show approximate limits of variations.

- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by the Contractor if none is indicated.
 - 2. Manufacturer and product name, and model number if applicable.
 - 3. Number and name of room or space.
 - 4. Location within room or space.
 - 5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 – Project Management and Coordination.
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 – Construction Progress Documentation.
- H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 – Closeout Procedures.
- I. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses; contact information of architects, engineers, and owners; and other information specified.
- J. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- K. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- L. Manufacturer Certificates: Submit written statements on the manufacturer's letterhead certifying that the manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- M. Product Certificates: Submit written statements on the manufacturer's letterhead certifying that the product complies with requirements in the Contract Documents.

- N. Material Certificates: Submit written statements on the manufacturer's letterhead certifying that the material complies with requirements in the Contract Documents.
- O. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- P. Product Test Reports: Submit written reports indicating that current product produced by the manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- Q. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- R. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- S. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- T. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

- U. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 – EXECUTION

3.01 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to the Engineer.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 – Closeout Procedures.
- C. Approval Stamp: Stamp each submittal with a uniform approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.02 ENGINEER'S ACTION

- A. Action Submittals: The Engineer will review each submittal, mark to indicate corrections or revisions required, and return it to the Contractor. The Engineer will stamp each submittal with an action stamp and will mark the stamp appropriately to indicate action.
- B. Informational Submittals: The Engineer will review each submittal and will not return it or will return it if it does not comply with requirements. The Engineer will forward each submittal to the appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from the Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Engineer without action.

END OF SECTION

SECTION 014000

QUALITY REQUIREMENTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality assurance and quality control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit the Contractor's other quality assurance and quality control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for the Contractor to provide quality assurance and quality control services required by the Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 4. Specific test and inspection requirements are not specified in this Section.

1.03 DEFINITIONS

- A. Quality Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by the Engineer.

- C. Mockups: Full-size physical assemblies that are constructed on site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Source Quality Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- H. Field Quality Control Testing: Tests and inspections that are performed on site for installation of the Work and for completed Work.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.04 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most-stringent requirement. Refer conflicting requirements that are different, but apparently equal, to the Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to the Engineer for a decision before proceeding.

1.05 ACTION SUBMITTALS

- A. Shop Drawings: For mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
 - 1. Indicate manufacturer and model number of individual components.
 - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.06 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality Control Plan: For quality assurance and quality control activities and responsibilities.
- B. Qualification Data: For the Contractor's quality control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
 - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system of the quality assurance plan prepared by the Engineer.
 - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting-system quality assurance plan prepared by the Engineer.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of

qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality control service.

1.07 CONTRACTOR'S QUALITY CONTROL PLAN

- A. Quality Control Plan, General: Submit quality control plan within ten business days of Notice to Proceed, and not less than five business days prior to preconstruction conference. Submit in format acceptable to the Engineer. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out the Contractor's quality assurance and quality control responsibilities. Coordinate with the Contractor's construction schedule.
- B. Quality Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality assurance and quality control procedures similar in nature and extent to those required for the Project.
 1. The Project quality control manager may also serve as the Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of the submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In the quality control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections, including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
 3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports, including log of approved and rejected results. Include work that the Engineer has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.08 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.

11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at the Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices,

receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.09 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the jurisdiction where the Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E329, and with additional qualifications specified in individual Sections, and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of the manufacturer who is trained and approved by the manufacturer to observe

and inspect the installation of the manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- I. Factory-Authorized Service Representative Qualifications: An authorized representative of the manufacturer who is trained and approved by the manufacturer to inspect the installation of the manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by the Engineer.
 - 2. Notify the Engineer five business days in advance of dates and times when mockups will be constructed.
 - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed during the construction of the Project.
 - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 5. Obtain the Engineer's approval of mockups before starting work, fabrication, or construction.
 - a. Allow five business days for initial review and each re-review of each mockup.
 - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 7. Demolish and remove mockups when directed unless otherwise indicated.

1.10 QUALITY CONTROL

- A. Owner Responsibilities: Where quality control services are indicated as the Owner's responsibility, the Owner will engage a qualified testing agency to perform these services.
 - 1. The Owner will furnish the Contractor with the names, addresses, and telephone numbers of the testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 - 2. Payment for these services will be made by the Owner.

3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to the Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to the Owner are the Contractor's responsibility. Perform additional quality control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality control services specified and those required by authorities having jurisdiction. Perform quality control services required of the Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as the Contractor's responsibility, engage a qualified testing agency to perform these quality control services.
 - a. Do not employ the same entity engaged by the Owner unless agreed to in writing by the Owner.
 3. Notify testing agencies at least 24 hrs in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality control services are indicated as the Contractor's responsibility, submit a certified written report, in duplicate, of each quality control service.
 5. Testing and inspecting requested by the Contractor and not required by the Contract Documents are the Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 – Submittal Procedures.
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were the Contractor's responsibility, provide quality control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

- F. Testing Agency Responsibilities: Cooperate with the Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify the Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in situ tests are conducted.
 - 3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality control service through the Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of the Contractor.

- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by the testing agency.

7. Security and protection for samples and for testing and inspecting equipment at the Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality assurance and quality control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality control services required by the Contract Documents. Coordinate and submit concurrently with the Contractor's construction schedule. Update as the Work progresses.
 1. Distribution: Distribute the schedule to the Owner, Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to the Engineer.
 4. Identification of the testing agency or special inspector conducting the test or inspection.
- B. Maintain log at the Project site. Post changes and revisions as they occur. Provide access to test and inspection log for the Engineer's reference during normal working hours.

3.02 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 – Execution.
2. Protect construction exposed by or for quality control service activities.
3. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for quality control services.

END OF SECTION

SECTION 014200

REFERENCES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey the Engineer's action on the Contractor's submittals, applications, and requests, "approved" is limited to the Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by the Engineer. Other terms, including "requested," "authorized," "selected," "required," and "permitted," have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms, including "shown," "noted," "scheduled," and "specified," have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at the Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of the Project site is shown on the Drawings and may or may not be identical to the description of the land on which the Project is to be built.

1.03 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more-stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on the Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.04 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is assumed to be accurate as of the date of the Contract Documents.
 - 1. ASTM – American Society for Testing and Materials
 - 2. ICC – International Code Council; www.iccsafe.org.
 - 3. ICC-ES – ICC Evaluation Service, LLC; www.icc-es.org.
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.
- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 015000

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 TEMPORARY ELECTRICITY

- A. Electrical power service is available at no charge to the Contractor. The Contractor may obtain temporary power for construction from this source or may use his own generator. Temporary power service shall comply with OSHA Standards. The Contractor shall maintain these temporary services in good order throughout the Project until repair Work is complete. All extension cords shall be provided by the Contractor or subcontractor requiring the power.

1.03 TEMPORARY LIGHTING

- A. The Contractor shall provide all additional temporary lighting for the Project.
 - 1. Provide adequate illumination for Work being performed.
 - 2. Provide adequate illumination for safe movement of authorized persons through the Project.
 - 3. Provide adequate illumination for public safety and special warning lighting for hazardous conditions.
 - 4. Provide adequate illumination required to protect the Project site from unauthorized entry.

1.04 TEMPORARY WATER

- A. Water is available from a source to be identified by the Owner.
- B. The Contractor shall provide and maintain necessary temporary connections to the source of temporary supply.

1.05 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide, pay for, and maintain sufficient and approved chemical toilets with weatherproof enclosures, all satisfactory to the local Board of Health and

- the Owner. Always keep clean and sanitary. The location shall be approved by the Owner.
- B. Always provide potable drinking water for construction personnel.
- 1.06 TEMPORARY FIRE PROTECTION
- A. The Contractor shall provide adequate fire protection and fire prevention for the Project and in no case less than that required by applicable town, county, state, and federal laws governing the required construction activities.
- 1.07 TEMPORARY CONTROLS MAINTENANCE
- A. Maintain strict supervision of use of temporary services. Enforce conformance to applicable standards. Enforce safe practices. Prevent abuse of services and systems. Prevent damage to finishes. Prevent wasteful use of water. Maintain, service, and clean facilities. Protect systems from freezing.
- 1.08 FIRST AID
- A. The Contractor shall provide a first-aid kit with adequate provisions for the materials being used on site. The Contractor shall maintain an envelope to hang above the first-aid kit that will contain all the Material Safety Data Sheets for materials being used on this Project.
- 1.09 USE OF SITE
- A. Meet with the Owner and on-site management to fully discuss the implications of the Work on the facility operations, including material handling, equipment staging, and concrete placement.
 - B. The Contractor shall use only authorized access to the site and shall neither block nor interfere with traffic or facilities, except as authorized in writing by the Owner.
 - C. The Contractor shall perform all work without interfering with the scheduled normal operation of the facility, except as provided in the Contract, and shall coordinate the work properly with the facility and occupied spaces' function, including preservation of security. The Contractor shall not interfere or disrupt activities without the expressed approval of, and coordination with, the Owner.
 - D. The Contractor shall not block any entrances or exits from the facility; maintain emergency egress for the occupants. The Contractor shall convey debris to the ground level in approved containers and dispose of debris offsite in a legal manner. The Contractor shall not leave equipment unattended on the ground at any time. The Contractor shall provide suitable barricades and warning signs near work areas as necessary to protect the public.

- E. The facility and occupied spaces will be open during construction. Protect the facility and occupied spaces, and their occupants, users, vehicles, and passers-by, from all hazards associated with the work. Provide clear, printed, weatherproof professional signage at frequent and key intervals around the site and other locations to direct occupants as necessary. Erect all protection and signage prior to the start of construction. Overhead protection, pedestrian walkways, and barricades must comply with the State Building Code and OSHA Standards.
- F. All work begun in a work area or phase must be completed prior to mobilization to perform work in the next work area or phase.
- G. The Contractor shall provide a one-week notice to on-site management in advance of changing the work area.

1.10 BARRICADES

- A. See Section 015300 – Barriers, Enclosure, and Access.

1.11 STAGING

- A. All staging, exterior and interior, that is required to be over 8 ft in height shall be furnished and erected by the Contractor and maintained in a safe condition.
 - 1. Erection and dismantling of staging shall be performed only by trained, certified, and experienced staging personnel qualified to perform such work.
 - 2. Copies of such certifications, clearly indicating qualifications, shall be provided to the Engineer prior to commencement of such erecting and dismantling work.
- B. Any staging that is up to 8 ft in height shall be furnished and erected by the applicable subcontractor.
- C. Any staging shall be protected from unauthorized access during working and non-working hours. See Section 015300 for additional information.

1.12 SECURITY

- A. The Contractor shall be responsible for the security of his work area, equipment, tools, materials, and temporary facilities.
- B. A login sheet is to be maintained at the temporary office; it will include information such as the subcontractor's name, pieces of equipment brought on site, number of workers, time in, and time out.

1.13 DUST AND FUME CONTROL

- A. The Contractor shall take all necessary precautions to keep dust confined in the present work area. Full-height protective enclosures will be required at the Owner's discretion; see Section 015300 – Barriers, Enclosure, and Access.
- B. The Contractor shall be responsible for any damage to vehicles due to the construction.
- C. Water shall be used during concrete removal, saw cutting, etc., to reduce dust exposure.

1.14 WATER POLLUTION CONTROL

- A. Undertake all precautions necessary to prevent discharge of unacceptable pollutants used in and resulting from the Work into the City of Somerville, MA, storm water system.

1.15 DEBRIS CONTROL

- A. The Contractor shall remove all debris from areas affected by the work daily or more often as required to maintain a neat, clean site and dispose of same at authorized dumpsites.

1.16 CONSTRUCTION LOAD

- A. Loads on the structure at any time during construction shall not be permitted to exceed design loads of the structure.

1.17 NOISE CONTROL

- A. All demolition and construction work that creates excessive noise (air hammer operations, hydrodemolition, scarifying, etc.) shall be reviewed with the Owner as to the types of equipment that the Contractor proposes to use and shall obtain the Owner's approval for such use. Noise limits shall conform to the requirements of the City of Somerville, MA.

1.18 TEMPORARY ENCLOSURES FOR STORAGE

- A. The Contractor is to provide temporary enclosures for storage and tools. The temporary enclosures are to be located where designated by the Owner. The area is to be kept clean and must not interfere with safe pedestrian- and vehicle-traffic flow.
- B. Upon completion of the project, remove temporary enclosures from the site, assuming all costs in connection with their removal.

- C. The Contractor is to provide sufficient enclosures to prevent access by unauthorized personnel, including adequate lighting, locking mechanisms, etc.

1.19 PARKING

- A. Only during contract working hours and to the extent available, existing parking facilities located at the construction area will be available for use by the Contractor and their Subcontractors. Such parking areas shall be designated by the Owner. The Owner shall not be responsible for cars, trucks, etc., or their contents, and the Contractor and his Subcontractors and material suppliers will use the designated area with this understanding.

1.20 VEHICLE AND EQUIPMENT PROTECTION

- A. All construction activities shall be performed in such a manner so as not to dust, stain, or damage any building elements, equipment, vehicles, etc., within the general vicinity of the construction work area. Any damage to these items shall be cleaned and repaired at the expense of the Contractor.

1.21 EXISTING DRAWINGS AND CONSTRUCTION DOCUMENTS

- A. The Owner shall provide the Contractor with one set of architectural and structural drawings representing the original design, if available.
- B. The Owner shall provide the Contractor with electronic files of the Construction Drawings and Specifications. The Contractor is responsible for printing the Construction Drawings and Specifications.

1.22 DEBRIS DUMPSTER

- A. The Contractor shall locate dumpsters, debris containers or dump trucks at locations designated by the Owner.
- B. The dumpster is to be placed in a manner that will not inhibit the driveway access or routine vehicular traffic. Debris containers and dump trucks are to be removed from the site daily.

1.23 BULK STORAGE

- A. Bulk storage is to be in an area designated by the Owner at the lower level. Dry storage in the facility is acceptable if weight restrictions are met, and such storage areas are approved by the Owner.

1.24 CONDITION OF USE

- A. Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire-prevention measures. Do not overload facilities or permit them to interfere with progress. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances, to develop or persist on the site.

1.25 PROTECTION OF WORKS

- A. The Contractor shall obtain the advice and recommendations of his installers for procedures to protect their work. Installers are responsible for protecting their work and that of other trades while working at the jobsite or in an area thereof. When the installer is no longer working in the area or at the jobsite, the Contractor shall provide protective measures and materials to ensure that each element will be without damage or deterioration (other than normal weathering for exterior exposed materials) throughout the remainder of the construction period up to the Date of Substantial Completion. Remove protective coverings and materials at the appropriate time, but no later than final cleaning operations.
- B. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings. Protect finished floors and stairs from traffic, movement of heavy objects, and storage.
- C. Remove, store, and replace existing signage.
- D. Protection of works to remain in place until the Date of Substantial Completion; date of removal of protection is subject to the approval of the Owner and Engineer.

1.26 JOBSITE RECORDS

- A. The Contractor shall always keep the following items in the jobsite office:
 - 1. The most recent revision of the Drawings and Specifications, including all changes made by addenda, sketches, bulletins, and change orders.
 - 2. Architectural and structural drawings representing the original design.
 - 3. Applicable American Concrete Institute (ACI) Standards.
 - 4. Health and Safety Data Sheets (SDS Sheets).
 - 5. Copy of approved dust and fume control plan.
 - 6. The most recent issue of approved submittals. Obsolete or unapproved submittals and Health and Safety Data Sheets shall not be kept at the jobsite.

7. All material evaluation reports.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 015300

BARRIERS, ENCLOSURES, AND ACCESS

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 BARRICADES

- A. Provide and maintain suitable barriers as required to prevent public entry and to protect the Work and existing facilities from construction operations; remove when no longer needed or at completion of each phase of Work. Barriers shall conform to city and state laws, ordinances, and permit requirements.

- B. The Contractor shall provide and maintain all necessary temporary barricades for safe conduct of work or as required by federal, state, or local laws or ordinances and in accordance with OSHA requirements and other requirements of this Specification.

- ~~B.C.~~ If using warning tape and movable barricades to redirect school activities away from work areas, the Contractor shall provide a flagman or other live attendant in each work location to control occupant activities away from the work.

1.03 TEMPORARY ENCLOSURES

- A. Temporary enclosures shall be sufficient to prevent entrance/exit or infiltration of rain, water, wind, or other elements, and will prevent undue heat loss from within an enclosed area.
- B. Provide adequate ventilation and protection to provide construction personnel with a safe working environment.
- C. Prior to initiating work, the Contractor shall enclose the perimeter of the work areas. The enclosure's purpose is to contain dust, water, and debris within the workspace; prevent damage to building elements and injury to patrons; and enclose the work area.
- D. Enclosures shall not be placed at locations that cut off access to emergency exits, elevators, and stairways without prior approval of the Owner and Engineer. The enclosure erected by the Contractor shall prevent unauthorized persons from entering the work area. Enclosures shall not be placed at locations that cut off aisles without approval of the Owner.

- E. Protection of works is to remain in place until the completion of each phase and Date of Substantial Completion. The date of removal of protection is subject to the approval of the Owner and Engineer.

1.04 ACCESS

- A. The worksite will remain in service and occupied at all times throughout the Project. Individual areas of the work area will be available for the work by the Contractor. Where entrance or egress passes through or over the work area, provide safe access and protection meeting all city, state, and federal requirements.

1.05 CONSTRUCTION AND MAINTENANCE

- A. The Contractor shall be responsible for design, construction, and maintenance of all barricades, barriers, enclosures, and temporary entrances/exits.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Materials may be new or used and shall be suitable for intended purpose.

PART 3 – EXECUTION

3.01 GENERAL PROCEDURES

- A. Install barriers and enclosures of neat and reasonable uniform appearance, structurally adequate for the required purposes.
- B. Maintain barriers and enclosures during the entire construction period. Relocate barriers as required by progress of construction.
- C. Completely remove barriers and enclosures when construction has progressed to the point where they are no longer needed.
- D. Clean and repair damage caused by installation of barriers and enclosures.

END OF SECTION

SECTION 016000

PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in the Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012500 – Substitution Procedures for requests for substitutions.
 - 2. Section 013300 – Submittal Procedures.
 - 3. Section 014200 – References.

1.03 DEFINITIONS

- A. Products: Items obtained for incorporation into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of the date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the Specification.

1.04 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Product" Article.
 - 2. Engineers' Action: If necessary, the Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. The Owner will notify the Contractor through the Engineer of approval or rejection of proposed comparable product request within fifteen calendar days of receipt of request, or seven calendar days of receipt of additional information or documentation, whichever is later.
 - 3. Form of Approval: As specified in Section 013300 – Submittal Procedures. Use the product specified if the Engineer does not issue a decision on use of a comparable product request within the time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 – Submittal Procedures. Show compliance with requirements.

1.05 QUALITY ASSURANCE

- A. Compatibility of Options: If the Contractor is given the option of selecting between two or more products for use on the Project, select product compatible with products previously selected even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, the Engineer will determine which products shall be used.

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at the Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to the Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels with product descriptions, including date of manufacture, lot number, and shelf life, and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
 - 5. All materials are to be new. Handle all materials to prevent damage. Place materials on pallets. Use waterproof and fireproof canvas tarpaulins (not plastic) to cover all stored materials top to bottom.
 - 6. Do not dilute primers, roofing cements, adhesives, coatings, or sealants. Keep containers closed, except when removing materials from them. Stir all liquid components before each use to disperse solids as recommended by the manufacturer. Apply liquids in a smooth, even coating without globs. Use pump cans to dispense cleaning fluids. Do not dip rags into solvent.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger the Project structure.
 - 3. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground with ventilation adequate to prevent condensation.

4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Protect all materials in original, unopened, labeled containers and packaging and in compliance with manufacturer's directions. Comply with product manufacturer's written instructions for time, temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at the Project site for storage of materials and equipment by the Owner's construction forces. Coordinate location with the Owner.
8. Protect all materials from exposure to moisture, direct sunlight, heat, sparks, flames, and any damage during storage. Volatile solvents can produce explosive and poisonous gases; provide adequate ventilation and protection in storage areas. Follow all manufacturers' safety recommendations. Do not store red-label items on site overnight.
9. Promptly remove from the site all materials rejected by the Engineer or exposed to any moisture anywhere, at any time, during transportation, storage, handling, or installation.
10. Do not stockpile materials or equipment to overload any building or site component.
11. Mark materials with the date of manufacture and shelf life. Do not use products beyond the expiration of their shelf life. Store flammable materials in a cool, dry, protected area away from sparks and open flames.

1.07 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to the Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for the Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 – Closeout Procedures.

PART 2 – PRODUCTS

2.01 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. The Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," the Owner's Consultant will make the selection.
 - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 - 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered.
3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered.
 - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed that complies with requirements. Comply with requirements in "Comparable Product" Article for consideration of an unnamed product.
4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered.
 - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product or refer to a product indicated on the Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for

consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Matching Specification: Where Specifications require "match Engineer's sample," provide a Product that complies with requirements and matches the Engineer's sample. The Engineer's decision will be final on whether a proposed product matches.
 - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 – Substitution Procedures for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Owner from manufacturer's full range" or similar phrase, select a product that complies with requirements. The Owner will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.02 COMPARABLE PRODUCTS

- A. Conditions for Consideration: The Engineer will consider the Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, the Engineer may return requests without action except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and of engineers and owners, if requested.
 - 5. Samples, if requested.

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 016300

SUBSTITUTIONS

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 PROCEDURES

- A. Whenever the proposal of substitute material, equipment, or process is permitted by the Specifications, the proposed substitute material, equipment, or process shall be submitted in accordance with the General Conditions and subject to the requirements contained herein.
- B. After the start of construction, the proposal of substitute material, equipment, or process will be considered only for one of the following reasons:
 - 1. The manufacture or production of the specified material, equipment, or process has been discontinued.
 - 2. The specified material, equipment, or process is not available in sufficient quantity or quantities to complete the Work. Failure of the Contractor to award subcontracts in sufficient time or failure of the Contractor and/or the subcontractor involved to place orders for material, equipment, or process to ensure delivery or execution without delaying the Work shall not establish cause for approval of substitutions.
 - 3. Delays beyond the control of the Contractor, such as, but not limited to, strikes, lockouts, storms, fires, or earthquakes that preclude the procurement and delivery of material or equipment for the Project as included in the Contractor's proposal.
 - 4. Advancement of the delivery date if this advances the overall progress of the Work.
 - 5. Improvement in quality or function of the material, equipment, or process.
- C. If, after the start of construction, the Contractor proposes a substitute to the Project, the Contractor must submit a separate request for each product, supported with complete data with drawings and samples as appropriate, including the following:

1. Comparison of the qualities of the proposed substitution with those specified.
 2. Changes required in other elements of the work because of substitution.
 3. Effect on the construction schedule.
 4. Cost data comparing the proposed substitution with the product specified.
 5. Any required license fees or royalties.
 6. Availability of maintenance service and source of replacement materials.
- D. After the start of the construction, any proposed substitute material, equipment, or process shall be subject to the following conditions:
1. Submittal of the proposed substitute material, equipment, or process per the General Conditions.
 2. Submittal of the request for a substitution early enough to allow ample lead time for the Engineer's review, preparation of the submittals, fabrication, and delivery without delaying the Work.
 3. Approval of substitutions by the Engineer and the Owner.
- E. The Engineer shall be the judge of the acceptability of the proposed substitute.
- F. A request for substitution constitutes a representation that the Contractor has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 017000

PROJECT CLOSEOUT AND WARRANTIES

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 FINAL CLEANING AND CLOSEOUT

- A. Each Contractor or Subcontractor, in addition to the responsibilities set forth in the General Conditions, shall always keep the premises free from accumulation of waste materials or rubbish caused by his employees or Work.
- B. At the completion of the Project, the Contractor shall restore or replace all property damaged by his Work and remove all spots, paint, soil, concrete, writing, droppings, or other foreign material from all Work. Remove all temporary protection from all the Work. Final cleaning shall include, as a minimum, the following:
 - 1. Employ experienced workers or professional cleaners for final cleaning.
 - 2. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces.
 - 3. Clean all finish hardware.
 - 4. Comply with manufacturer's printed cleaning instructions.
 - 5. Clean all plumbing fixtures.
 - 6. Clean all lighting fixtures.
 - 7. Repair, patch, and touch up marred surfaces to specified finish to match adjacent surfaces.
 - 8. Broom-clean paved surfaces; rake-clean other surfaces of grounds.
- C. A punch list consisting of a copy of the plans showing locations of unacceptable items and an attached explanation of the nature of the unacceptable work shall be delivered to the Contractor by the Engineer after substantial completion of the Project.

- D. The Contractor shall submit as-built drawings after substantial completion of the project. The as-built drawings shall include, but not be limited to, an electronic copy of the Drawings incorporating all changes and bulletins (enclosed in clouds), location and size of concrete patches and cracks, all shop drawings incorporating all changes (enclosed in clouds), and all approved submittals. Any dimensions beyond the tolerances of those established by nationally recognized standards for the specific CSI division or section applicable shall be included on the as-built drawings.
- E. Closeout submittals include, but are not limited to, the following:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Keys and keying schedule.
 - 4. Spare parts.
 - 5. Maintenance manuals.
 - 6. Extra stock.
 - 7. Certificate of Inspection.
 - 8. Warranties.
- F. Evidence of Payments and Release of Liens:
 - 1. Contractor's Affidavit of Payment of Debts and Claims.
 - 2. Contractor's Affidavit of Release of Liens: AIA G706A, with:
 - a. Consent of Surety to Final Payment: AIA G707.
 - b. The Contractor's release of waivers of lien for subcontractors, suppliers, and others with lien rights against property of Owner, together with list of those parties.

1.03 PROJECT RECORD DOCUMENTS

- A. Maintain at the project site one copy of the following:
 - 1. Contract drawings.
 - 2. Project manual, including addenda.
 - 3. Approved shop drawings.

4. Change orders and field change authorization.
 5. Other modifications to the Contract.
 6. Field test records.
- B. Store documents in temporary field office apart from documents used for construction. Provide files and racks for storage of documents.
 - C. Maintain documents in clean, dry, legible condition; do not use record documents for construction purposes.
 - D. Always make documents available for inspection by the Engineer and the Owner.
 - E. Legibly mark the record set of Contract Drawings using a red pencil for all graphic work and red ink for all written work to record actual construction:
 1. Location and extent of all repairs.
 2. Field changes of dimension and detail.
 3. Changes not made by change order and field change authorization.
 4. Details not on original Contract Drawings.
 - F. Legibly mark the Specifications and Addenda to record the following:
 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment installed.
 2. Changes made by change order, field change authorization, and notice of clarification.
 3. Other matters not originally specified.
 - G. Legibly mark shop drawings to record changes made after approval.
 - H. At completion of the Project, deliver record documents to the Engineer.
- 1.04 CONTRACTOR WARRANTIES AND BONDS
- A. The act of the Contractor in executing the Agreement or this Work shall be considered as his acceptance of the following guarantee covering the Project:
 1. Any materials, workmanship, or equipment furnished as a part of this Project that prove defective or fail to operate properly within two years, or as otherwise specified in the Contract Documents, of the date of acceptance of

the Work required under this (or substantial completion of the) Project (damage by wear and tear, violence, or casualty not the fault of the Contractor excepted) shall be repaired and replaced by the Contractor promptly upon notification from the Owner and without cost to the Owner.

2. This Guarantee provision shall apply regardless of whether such defective workmanship, materials, or equipment are listed in the final punch list. Date of acceptance or substantial completion will be established by the Owner and the Engineer upon finding all items of this Project substantially complete as to quality of workmanship and materials. Also see Division 7 for additional guarantees and warranties.
3. The Contractor shall provide a warranty commencing on the date of Project acceptance. Completion of various Project phases shall not initiate commencement of warranty in these specific areas. A single Project warranty date at Project acceptance will constitute commencement of the warranty. Note that some areas of the Project may be open to pedestrian traffic and subject to wear (i.e., coatings and sealants) prior to commencement of the warranty.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 017300

EXECUTION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner-installed products.
6. Progress cleaning.
7. Starting and adjusting.
8. Protection of installed construction.

- B. Related Requirements:

1. Section 011000 – Summary of Work.
2. Section 013300 – Submittal Procedures.
3. Section 017700 – Closeout Procedures.

1.03 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.04 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least ten working days prior to the time cutting and patching will be performed. Include the following information:
 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 4. Dates: Indicate when cutting and patching will be performed.
 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
 6. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.05 WARRANTY

- A. Guarantee all work in a document stating that if, within two years after the Date of Substantial Completion of the Work, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. Also, state that the Contractor shall bear all costs incurred by the Owner, including reasonable attorney's fees, to enforce the compliance with the obligations of this Guarantee. The obligation of these Guarantees shall run directly to the Owner and may be enforced by the Owner against the Contractor, shall survive the termination of the Contract, and shall not be limited by the conditions other than this Contract. Refer to the Technical Specifications for additional warranty requirements.

1.06 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Do not cut and patch construction elements or components, other than those modifications explicitly detailed on the Drawings, in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include, but are not limited to, the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.
 - 2. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in the Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Cutting and Patching Conference: Before proceeding, meet at the Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. General: Comply with requirements specified in other Sections.

- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Owner and Engineer for the visual and functional performance of in-place materials.

PART 3 – EXECUTION

3.01 GENERAL

- A. Compliance with OSHA and other safety laws and regulations is the exclusive responsibility of the Contractor, his subcontractor(s), suppliers, consultants, and servants.

3.02 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to the Project that must be performed by public utilities serving the Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.03 PREPARATION

- A. Existing Utility Information: Furnish information to the local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on the Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a Request for Information to the Engineer according to requirements in Section 013100 – Project Management and Coordination.

3.04 CONSTRUCTION LAYOUT

- A. Verification: Verify all existing conditions and dimensions prior to ordering material and starting work. Plans and dimensions under which the Work is to be performed are presented for information only. No additional compensation or time extension will be made for dimensional errors or discovered inaccuracies regarding existing conditions in the Contract Documents. Before proceeding to lay out the Work, verify layout information shown on the Drawings in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify the Engineer promptly.

3.05 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain original headroom clearance in occupied spaces and in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated. Give the Engineer timely written notice in advance of any deviations or modifications necessary to the manufacturer's written instructions and recommendations for installation.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so that no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by the Engineer.

2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to the Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
 - J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.06 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size

required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete Masonry and Mortar Joints: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill. Do not use chipping hammers.
 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 3. Piping and Conduit: Clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
 4. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 5. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

- 6. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
- 7. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.07 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to the Project site for the Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by the Owner's construction personnel.
 - 1. Construction Schedule: Inform the Owner of the Contractor's preferred construction schedule for the Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify the Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include the Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive the Owner's work. Attend preinstallation conferences conducted by the Owner's construction personnel if portions of the Work depend on the Owner's construction.

3.08 PROGRESS CLEANING

- A. General: Clean the Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 F (27 C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - 4. Use containers intended for holding waste materials of type to be stored.

5. Coordinate progress cleaning for joint-use areas where the Contractor and other contractors are working concurrently.
- B. Site: Maintain the Project site free of waste materials and debris.
 - C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
 - D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
 - E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
 - F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
 - G. Waste Disposal: Do not bury or burn waste materials on site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 – Temporary Facilities and Controls and Section 017419 – Construction Waste Management and Disposal.
 - H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
 - I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
 - J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- 3.09 STARTING AND ADJUSTING
- A. Coordinate startup and adjusting of equipment and operating components.

- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION

SECTION 017419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
 - 1. Section 017300 – Execution.

1.03 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal offsite of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.04 PERFORMANCE REQUIREMENTS

- A. General: Achieve End of Project rates for salvage/recycling of the highest extent possible for nonhazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from the Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on site. All waste materials are to be removed from the site daily.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Disposal: Remove waste materials from the Owner's property and legally dispose of them.

END OF SECTION

SECTION 017700

CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 017300 – Execution for progress cleaning of the Project site.
 - 2. Section 017839 – Project Record Documents for submitting record Drawings, record Specifications, and record Product Data.

1.03 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.04 CLOSEOUT SUBMITTALS

- A. See Section 017839 – Project Record Documents.

1.05 MAINTENANCE MATERIAL SUBMITTALS

- A. Product Data: For cleaning agents.

- B. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.06 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of ten working days prior to requesting inspection for determining Date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 1 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by the Owner. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section.
 - 5. Submit test/adjust/balance records.
- C. Submit changeover information related to the Owner's occupancy, use, operation, and maintenance.
- D. Procedures Prior to Substantial Completion: Complete the following a minimum of ten working days prior to requesting inspection for determining Date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise the Owner of pending insurance changeover requirements.

2. Make final changeover of permanent locks and deliver keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct the Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 6. Advise the Owner of changeover in heat and other utilities.
 7. Participate with the Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from the Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements, including touch-up painting.
 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- E. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of ten working days prior to date the work will be completed and ready for Substantial Completion inspection and tests. On receipt of the request, the Engineer will either proceed with the inspection or notify the Contractor of unfulfilled requirements. The Engineer will prepare the Certificate of Substantial Completion after inspection or will notify the Contractor of items, either on the Contractor's list or additional items identified by the Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.07 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Certified List of Incomplete Items: Submit certified copy of the Engineer's Substantial Completion inspection list of items to be completed or corrected

(punch list), endorsed and dated by the Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of ten working days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, the Engineer will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Engineer will prepare a final Certificate for Payment after inspection or will notify the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.08 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction, including, if necessary, areas disturbed by the Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in the following format:
 - a. PDF electronic file. The Engineer will return an annotated file.

1.09 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of the Engineer for designated portions of the Work where commencement of warranties other than Date of Substantial Completion is indicated, or when delay in submittal of warranties might limit the Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Warranties shall be in writing and shall be signed by an authorized agent for the Contractor and the Manufacturer where required.
 - 2. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 in. by 11 in. paper.
 - 3. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 4. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 5. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with the maximum allowable state VOC limits.

PART 3 – EXECUTION

3.01 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or for a designated portion of the Project:
 - a. Clean the Project site, yard, and grounds in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom-clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from the Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom-clean in unoccupied spaces.
 - i. Vacuum soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.

- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint, and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - o. Leave the Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 – Temporary Facilities and Controls and Section 017419 – Construction Waste Management and Disposal.

3.02 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

SECTION 017839

PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for Project record documents, including the following:

- 1. Record Drawings.
- 2. Record Specifications.
- 3. Record Product Data.
- 4. Miscellaneous record submittals.

- B. Related Requirements:

- 1. Section 017300 – Execution for final property survey.
- 2. Section 017700 – Closeout Procedures for general closeout procedures.

1.03 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:

- 1. Number of Copies: Submit one set of marked-up record prints.
- 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - (1) Submit one paper-copy set of marked-up record prints.
 - (2) Submit PDF electronic files of scanned record prints.

- (3) The Engineer will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
- b. Final Submittal:
 - (1) Submit one paper-copy set(s) of marked-up record prints.
 - (2) Submit PDF electronic files of scanned record prints.
 - (3) Scan and print each drawing regardless of whether changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files of the Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files of each submittal.
- D. Applicable Operation and Maintenance Manuals.
- E. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous recordkeeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- F. Reports: Submit written report weekly indicating items incorporated into Project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.
- G. Submit record copies of all applications for payment and change orders. Include partial and final waivers of lien.
- H. Approved copies of all warranties and guarantees as required by the Contract Documents.
- I. A copy of the building permit signed by the local authority having jurisdiction and any applicable construction control documents or affidavits related to the Project.
- J. Certificate of Insurance: For continuing coverage.

PART 2 – PRODUCTS

2.01 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Changes made by Change Order or Construction Change Directive.
 - d. Changes made following the Engineer's written orders.
 - e. Details not on the original Contract Drawings.
 - f. Field records for variable and concealed conditions.
 - g. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

4. Mark record sets with erasable red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with the Engineer. When authorized, prepare a full set of corrected Record Drawings.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Engineer.
 - e. Name of Contractor.

2.02 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as either annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

2.03 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to the Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as either annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Product Data.
1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.04 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous recordkeeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

- B. Format: Submit miscellaneous record submittals as either PDF electronic file or scanned PDF electronic files of marked-up miscellaneous record submittals.
 - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 – EXECUTION

3.01 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until the end of the Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for the Engineer's reference during normal working hours. Check Record Drawings each month.

END OF SECTION

SECTION 079200

JOINT SEALANTS

(FILED SUB-BID REQUIRED)

PART 1 – GENERAL

1.01 GENERAL PROVISIONS AND RELATED DOCUMENTS

- A. Drawings, Contract Requirements, and the General Requirements (Division 1) of the Contract for Construction are hereby made a part of this Section.
- B. Time, Manner, and Requirements for Submitting Sub-Bids:
 - 1. Sub-bids for work under this Section shall be for the complete work and shall be filed in a sealed envelope with the City of Somerville at a time and place as stipulated in the "NOTICE TO CONTRACTORS".

The following should appear on the upper left-hand corner of the envelope:

NAME OF SUB-BIDDER: (Insert name of sub-bidder)

SUB-BID FOR SECTION: 079200 – JOINT SEALANTS

- 2. Each sub-bid submitted for work under this Section shall be filed on forms furnished with these Contract Documents.
- 3. Sub-bids filed with the Owner shall be accompanied by BID BOND or CASH or CERTIFIED CHECK or TREASURER'S CHECK or CASHIER'S CHECK issued by a responsible bank or trust company payable to the City of Somerville in the amount of five percent of the sub-bid. A sub-bid accompanied by any other form of bid deposit than those specified will be rejected.
- C. Sub-Sub-Bid Requirements: (None required under this Section.)
- D. Reference Drawings: The Work of this Filed Sub-Bid is shown on the following Contract Drawings:

G000	COVER SHEET AND GENERAL NOTES
G001	PHASING AND LOGISTICS PLAN
S201	OVERALL BUILDING ELEVATIONS
S202	ENLARGED ELEVATIONS
S203	ENLARGED ELEVATIONS
S300	STABILIZATION DETAILS AND REFERENCE PHOTOS

1.02 SCOPE OF WORK

- A. Work includes, but is not limited to, providing all labor, materials, equipment, and supervision to accomplish the following joint sealant Work in accordance with the Drawings and Specifications.
 - 1. Install sealant at all sides of each typical precast concrete panel at elevations noted on the Drawings. Provide weep holes at lower corners of each panel.
 - 2. At panels adjacent to openings, install galvanized steel washers fastened to the existing Gridworx track at panel corners adjacent to opening.
 - 3. Prepare mockups for engineer and owner review and perform sealant adhesion tests to assist the design team in determining the materials, colors, and procedures for final specification of sealant installation. Base bid is to carry priming for all substrates to receive sealant.

1.03 RELATED WORK

- A. Materials shall be compatible with the materials of related Work with which they come into contact and with the materials covered by other Sections of the Specifications.

1.04 SUBMITTALS

- A. Submit the following specific items in time to allow for review by the Engineer and resubmittals, if needed, without delaying the work. Do not order materials or start work before receiving the Engineer's written approval.
 - 1. Product Data Sheets: For all products included in this specification and any other products (not included) proposed for use in the final installation.
 - 2. Test Reports:
 - a. Manufacturer's test report confirming no staining of actual precast concrete surfaces to receive sealants through fluid migration into porous substrates.
 - b. Provide written report on test results to the Engineer, sealant manufacturer, and installer. Include a description of the test setup, surface preparation methods, cure time, and test results.
 - c. Provide to the Engineer all actual physical samples of sealant assemblies that were tested.

3. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - a. Materials forming joint substrates and joint sealant backings have been tested for compatibility and adhesion with joint sealants. Reports shall address both chemical and adhesion compatibility issues.
 - b. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
4. Sample of custom-color proposed for use on the building.
5. Samples: At the request of the Engineer, provide physical samples of all materials and products listed in Part 2 of this Section.

1.05 QUALITY CONTROL AND QUALITY ASSURANCE

- A. Conduct a quality control program that includes, but is not limited to, the following:
 1. Review and approval of details prior to construction.
 2. Inspection of all materials to ensure conformity to Contract requirements and that all materials are new and undamaged.
 3. Establishment of procedures for executing the Work.
 4. Inspection of all surface preparation before material application.
 5. Inspection of Work in progress to ensure that Work is being done in accordance with established procedures and manufacturer's instructions.
 6. Inspection of all Work completed and correction of all defective Work.
- B. Qualifications
 1. The Contractor shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance for a period of at least five years.
- C. Preinstallation Conference
 1. Attend a preinstallation conference to be held with a representative of the Owner, Engineer, Construction Manager, Contractor's field superintendent, foreman, and other trades involved to discuss the conduct of the Work of this Section.

- D. Obtain each type of material from a single manufacturer for the duration of the Project.
- E. Sealant Adhesion Tests
 - 1. Sealant manufacturer's technical representative shall perform adhesion testing of prepared substrates, including any coated substrates required by Environmental specifications, at the site to ensure that the materials specified are suitable for installation and that the optimum primers are selected. The Contractor will schedule the testing and report the results prior to the start of sealant work at no additional cost to the Owner.
 - 2. Perform jobsite sealant adhesion tests in accordance with the following:
 - a. Apply three sealant test strips to each jobsite substratum, including all precast elements, aluminum and steel window components. Prepare three samples for each substrate.
 - b. Sealant test strips shall be 1 in. wide x 1/8 in. thick x 4 in. long minimum each. Apply a 1 in. wide strip of bond breaker tape across the edge of each test specimen to produce a tab for gripping the specimen during testing.
 - c. Prepare additional test samples for each primer or substrate preparation technique recommended by the sealant manufacturer and as required by Environmental specifications. For substrates where adhesion may benefit from the use of a primer, prepare test strips with and without primer to evaluate the effect on adhesion.
 - d. Locate sealant test strips in areas approved by the Owner and Engineer in advance. Remove all traces of sealant test residue on substrates to remain. Provide additional test samples at sealant joints where directed by the Engineer.
 - e. Install sealant sufficiently in advance of general sealant application to allow time for curing, testing, reporting and reviewing results of adhesion tests and, in no case, less than three weeks in advance.
 - f. After curing for at least seven days, forcibly remove sealant to check on the sealant adhesion. Failure must be by tearing within the sealant itself (cohesive failure). Sealant test samples that fail adhesively (that is, by pulling cleanly away from the substrate leaving little or no sealant residue) are unacceptable.

- g. If sealant fails adhesively, modify sealant application procedures as recommended by the sealant manufacturer and repeat testing until satisfactory adhesion is achieved.
- h. Notify Engineer at least 48 hrs prior to the installation of test samples and 48 hrs in advance of performing pull tests so that he can be present to observe the installation.
- i. Provide a written report to the Engineer describing the testing, the results, and the recommendations of the sealant manufacturer.

F. Sealant Joint Mockup.

- 1. Install mockup sealant installation at locations selected by the Owner. The mockups shall consist of the complete sealant installation, including backer rod and related materials, and with all components at preformed expansion joints.
 - a. At an area selected by the Owner, prepare all substrates within the limits of the mockup as required including, but not limited to, concrete cleaning, applying corrosion inhibitor and applying water-repellent coatings. The joint sealant mockup area will be a minimum of 1 story high by 10 ft wide.
 - b. Rebuild the sample mockups as many times as required to meet the manufacturer's requirements, specification requirements, the Owner's approval, and achieving joint sealants that are technically and aesthetically acceptable. Schedule the mockup installation to leave adequate time for cure of sealants, testing, evaluation and reconstruction, if needed, without delaying the project.
- 2. The mockups may become part of the finished work once approved by the Owner and Engineer and will serve as a standard for judging the acceptability of subsequent work on the project.

1.06 WARRANTY

- A. Provide a two-year Warranty by the Installer and a five-year Warranty by the manufacturer, the form of which is equivalent to the standard Warranty published and provided by the manufacturers named in this Specification at the date of this Contract. The Owner shall be the sole judge of equivalency, without recourse by the Contractor, of any unnamed manufacturer.
- B. Warranty time will start at the end of the final phase of the Work, not at the end of each phase.

1.07 TECHNICAL SUPPORT

- A. The Contractor shall arrange with the materials manufacturer or distributor to have the services of a competent field representative at the Work site, prior to any mixing of components to instruct the Work crews in the proper mixing and application procedures. The field representative shall remain at the jobsite after Work commences and continue to instruct until the field representative, the Contractor, and the Owner are satisfied that the crew has mastered the technique of installing the systems successfully.
1. The manufacturer's field representative must be fully qualified to perform the Work and shall be subject to the approval of the Owner.
 2. The Contractor shall be completely responsible for the expense of the services of the required manufacturer's field representative, and the Contract price shall include full compensation for all costs in connection therewith.
 3. Provide written certification to the Engineer prior to start of construction that the system installer is approved by the manufacturer of the sealant system components.
 4. Each manufacturer of products used in this Section shall certify compatibility of its product with other products of this Section and all other Sections with which they may come into contact.
 5. Upon request, the manufacturer shall furnish a sample of the materials to be used on this Project to the Owner for chemical analysis.
 6. The Contractor shall review and approve details prior to construction.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. All materials are to be delivered in the original, unopened, undamaged containers, properly labeled. Remove all damaged materials from the site.
- B. All materials are to be new and of recent manufacture. Sealants are to be a maximum of six months old. Provide key for the sealant manufacturer's date coding on the sealant containers.
- C. Store temperature-sensitive materials indoors at the temperatures recommended by the manufacturers. If materials are exposed to temperatures outside the range recommended by the manufacturers, provide heated/cooled storage space sufficient to store enough materials for each day's Work so that the materials will be at the correct working temperatures.

1.09 GENERAL PROCEDURES

- A. Deliver materials to the site only in manufacturer's original containers, clearly marked with legible, intact labels with manufacturer's name and brand name and identifying contents of containers.
- B. Do not stockpile materials, debris, or equipment in public areas.
- C. Remove all tools, buckets, and materials from Work areas and store neatly at a central location daily at the end of work. Move equipment and storage areas as Work progresses to avoid abuse of new Work.
- D. Store materials in original unopened containers. Protect materials from exposure to moisture, direct sunlight, and damage during storage. Provide proper temperature and ventilation in storage areas. Comply with all recommendations of the material manufacturers for storage and handling of materials. Do not store any materials in the occupied building.
- E. Any materials determined to be damaged by the Owner or the Engineer are to be removed from the jobsite and replaced at no cost to the Owner.
- F. Materials shall be marked with the date of manufacture and shelf life. Do not use products beyond the expiration of their shelf life. Store flammable materials in a cool, dry, protected area away from sparks and open flames.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.

2.02 SEALANTS

- A. One-part, neutral-cure silicone sealant suitable for vertical and horizontal joints.
 - 1. DOWSIL 795 Silicone Building Sealant by Dow Inc. Color selected by Owner.
 - 2. Approved Equivalent.

2.03 BACKER ROD AND ACCESSORIES

- A. Closed-cell nongassing polyethylene rod by Industrial Thermopolymers. Open-cell polyethylene rods with a closed-cell skin (e.g., "softrod") do not meet these Specifications. The diameter of the rod is to be approximately 25% to 30% in excess of joint width. Surface skin of rod shall be continuous and unbroken and of sufficient thickness to preclude outgassing and formation of voids in the overlying sealant. Remove from the site any backer rod with punctures in the surface, even if pinholes or small slits that appear closed.
- B. Weeps: Open-weave reticulated foam polyester mesh, such as Weep Vent by Mortar Net, color to be selected by Owner, size as required, 3/4 in. x 3/4 in. x 1 in.
- C. Surface Cleaner: As required or recommended by sealant manufacturer and adhesion test results.
- D. Primer: As required or recommended by sealant manufacturer and adhesion test results.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify all site conditions and dimensions by field measurements in consideration of the special conditions associated with the alteration of existing construction and reconstruction. Notify the Engineer immediately of any inconsistency between field conditions found during demolition and those shown in the Contract Drawings. The Engineer will determine what modifications or additional repairs are necessary.
- B. Mark deficiencies in the substrates that may adversely affect sealant application for correction by the Contractor. Notify the Engineer in writing of the deficiencies.
- C. Commencement of Work indicates acceptance of the substrate and underlying conditions by the Contractor.
- D. Provide the Engineer and design team with access to the façade throughout construction and to perform the following specific tasks related to work in this section:
 - 1. To inspect sealant joint preparation (assume one day per vertical drop)
 - 2. To inspect installed sealant joints and weeps (assume one day per vertical drop)

3.02 SEALANT JOINT CONSTRUCTION

- A. For typical butt sealant joints, place the backer rod or bond breaker so that the sealant depth measured at the center of the joint after tooling is one-half of the sealant joint width, with a minimum depth of 1/4 in. and a maximum depth of 1/2 in. Avoid three-sided adhesion at sealant joints.
- B. At horizontal precast concrete joints, extend the sealant against the face of the Gridworx support system and to the sides of the precast panels without bond breaker or backer rod. The project intent is to adhere the horizontal edges of the precast concrete panels to the backup support system. This is a non-traditional sealant application. Depth of sealant to be at least 3/8 in. (the same as the specified joint width).

3.03 SURFACE PREPARATION

- A. Do not install sealant until the substrate has first been cleaned and, if required, primed. Remove dirt or other foreign substances, including existing sealant remnants, from surfaces to receive sealant. Surfaces shall be dry before preparation begins. The surface preparation is to be done immediately before insertion of the final backer rod or bond breaker and after temporary rods or seals are removed.
- B. Prepare metal surfaces as recommended by sealant manufacturer and required by field adhesion test results.
- C. Do not scratch, mar, or otherwise damage the aluminum-framed window surfaces during sealant removal.
- D. Solvent clean surfaces with manufacturers' recommended cleaner using the "two cloth" method per Dow recommendations immediately before insertion of the final backer rod or bond breaker and after temporary rods or seals are removed. Test substrates to ensure compatibility with solvents; notify the Engineer of incompatible materials. Do not solvent clean at temperatures below 45°F. Allow solvent to completely evaporate before continuing. Do not use alcohol on surfaces. Obtain written approval of the cleaning method from the system manufacturer prior to beginning cleaning.

3.04 PRIMER APPLICATION

- A. Use primer for all surfaces to receive sealant, as determined through adhesion tests, regardless of whether primer is required by manufacturer.
- B. Apply primer to clean, dry substrates at ambient temperatures above 45°F.

- C. Pour primer into clean container for use. Do not pour more than a 10 min. supply into container to prevent deterioration.
- D. Replace cap on primer can immediately after use. Remove from the site any primer that contains a white precipitate or that has thickened.
- E. Apply primer with a clean brush. Do not apply primer to exposed surfaces beyond sealant. Use only one coat of primer. Do not apply primer in a thick layer, which will form a white powdery film.
- F. Allow primer to dry. Do not allow primer to become wet before sealant application.

3.05 BACKER ROD INSTALLATION

- A. Install backer rod into joint openings as needed to achieve proper sealant joint geometry as shown on the Drawings. Install backer rod against dry substrates. Remove all wet materials from the jobsite. Replace any backer rod not sealed over by the end of each day and solvent-clean surfaces again.
- B. Set backer rod to a depth at vertical precast panel edges that will align the sealant with the sealant in the horizontal precast panel joints.
- C. Except as modified below, place the backer rod so that the sealant depth measured at the center of the joint after tooling is one-half of the sealant joint width, with a minimum depth of 1/4 in. and a maximum depth of 1/2 in. Note that where the existing space is limited and backer rod does not allow for installation of a full backer rod with a sealant joint meeting these dimensional requirements, use a half backer rod, triangular backer rod, or release tape as indicated on the Drawings.
- D. Change rod sizes as frequently as required by the variation in the joint width. Do not twist rods together. Butt ends of rods tightly. Provide a full range of rod sizes at the site of all sealant work.
- E. Do not touch with fingers or otherwise contaminate the substrate surfaces while inserting the backer rod.
- F. Do not rupture the skin of the closed-cell backer rod during installation. Remove any rod containing punctures and solvent clean the surfaces again.

3.06 APPLICATION

- A. Inspect each cartridge or container of sealant before use, and verify that the production date is within six months of the date of application. Remove from the site sealant more than six months old. Each applicator shall understand the method of coding the production date on the cartridge.

- B. Mask along joint exposed surfaces not already masked for priming, before applying sealant.
- C. Recheck correct backer rod and bond breaker tape positioning, before applying sealant.
- D. Allow primer to dry prior to sealant installation.
- E. Apply sealant only to clean, dry, primed surfaces at ambient temperatures above 45°F. Seal joint within 10 hrs of primer application.
- F. Recess sealant joints from face of concrete as indicated in the Contract Drawings. Fill all joints solidly and continuously with sealant, neatly applied with a standard caulking gun in a continuous motion, using slight pressure. "Push" the sealant bead ahead of the nozzle; do not "drag" the nozzle.
- G. Within 5 min. of sealant application and before skin develops on sealant, dry tool the surface to ensure intimate contact with substrate and to eliminate air bubbles. Do not use any liquid for tooling. Tool sealant to form a fillet shape or hourglass shape as shown on the Drawings, and to the surface profile approved in the mockups. Provide a smooth, uniform and recessed smooth, uniform finished surface (free of rippling or waviness) as indicated in the Contract Drawings and per approved sealant joint mockups.
- H. Avoid contaminating adjacent surfaces with excess sealant. Remove all traces of smears and droppings promptly, using a solvent recommended by the sealant manufacturer and that will not damage or discolor the building surfaces.
- I. Coordinate work with other trades to prevent contamination of fresh sealant by dust or other debris.

3.07 CLEANUP

- A. Remove all excess sealant and masking materials from the structure.

PART 4 – ALTERNATES

4.01 ALTERNATE 1

- A. Omit priming at sealant locations.
- B. The Engineer will determine the materials and procedures for the final specification following the mockups and sealant adhesion tests.

END OF SECTION

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BID SET

EAST SOMERVILLE
COMMUNITY SCHOOL

PHASE 1: TEMPORARY
PANEL STABILIZATION

115 PEARL STREET
SOMERVILLE, MA

Project

PHASING AND
LOGISTICS PLAN

Drawing Title

Project No. 241254.17	Checked GRZ/MJL	Date 09/08/26
Drawn SKW	Approved SAC	Scale As indicated

Drawing No.

G001

Seal

CONTRACTOR TO RE-ESTABLISH
(E) LAWN DISTURBED BY THE
CONTRACTOR'S ACTIVITIES TO
ITS ORIGINAL CONDITION OR
BETTER

LAYDOWN AREA FOR
FACILITIES, STORAGE, AND LIFT
PARKING. PROTECT (E) SITE
FEATURES INCLUDING
UTILITIES AND LANDSCAPING

COORD PHASING W/
SCHOOL LOADING
DOCK OPERATIONS

DO NOT BLOCK
VEHICULAR ACCESS
OR PARKING

WORK AREA

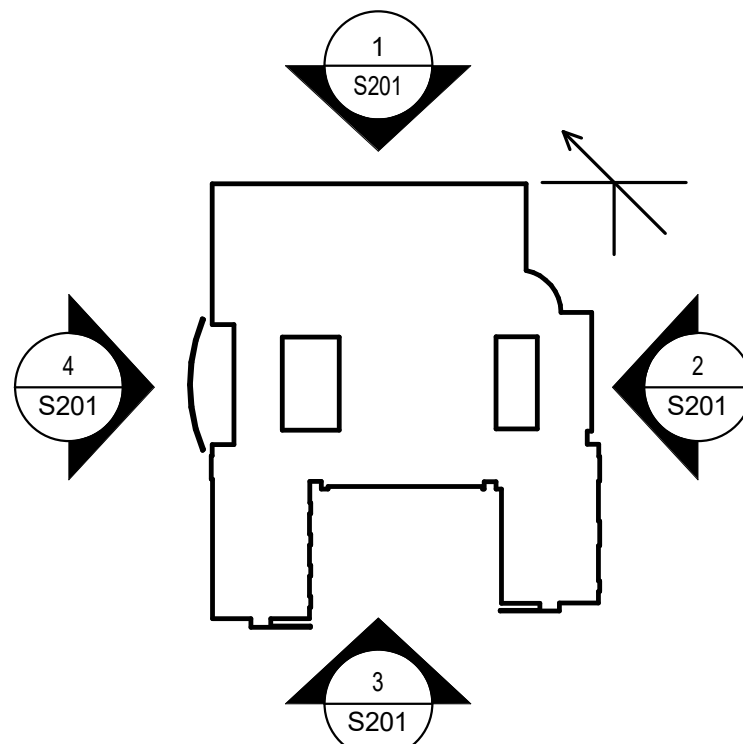
(E) BUILDING ACCESS,
DO NOT BLOCK

MAINTAIN PEDESTRIAN
ACCESS. COORD
PHASING W/ SCHOOL
OPERATIONS

(E) BUILDING ACCESS,
DO NOT BLOCK

NOTES:

1. ALL TEMPORARY WORK FOR PHASING AND TRAFFIC MANAGEMENT, INCLUDING SIGNAGE, SHALL BE INCLUDED IN THE BASE SCOPE OF WORK AND WILL NOT BE SEPARATELY PAID FOR. CONTRACTOR SHALL MAKE THEIR OWN ASSESSMENT OF THE REQUIRED TEMPORARY WORK FOR PHASING AND TRAFFIC MANAGEMENT AND INCLUDE ALL APPLICABLE COSTS IN THE BASE BID. CONTRACTOR SHALL SUBMIT TO THE ENGINEER AND CITY A PHASING, ACCESS, AND TRAFFIC MANAGEMENT PLAN FOR APPROVAL PRIOR TO ANY CONSTRUCTION ACTIVITIES ON SITE.
2. THE CONTRACTOR SHALL SUBMIT A PHASING, ACCESS, AND TRAFFIC MANAGEMENT PLAN WHICH SHALL INDICATE, AT A MINIMUM, THE FOLLOWING:
 - A. PLANNED PHASES OF CONSTRUCTION, INCLUDING DURATIONS OF EACH PHASE AND ANTICIPATED START AND COMPLETION DATES.
 - B. SITE INGRESS AND EGRESS LOCATIONS, DIMENSIONS, AND PHASING OF INGRESS AND EGRESS LOCATIONS AS APPLICABLE.
 - C. THE PLAN SHALL MAINTAIN PEDESTRIAN TRAFFIC AROUND CONSTRUCTION ZONES AND PROVIDE SAFE ACCESS TO THE BUILDING. INDICATE TEMPORARY BARRIERS, MINIMUM AVAILABLE WIDTHS OF TRAVEL, AND TRAFFIC CONTROL DEVICES (MUTCD).
 - D. CORDON DAILY WORK AREA WITH MOVEABLE BARRIERS. PROVIDE DESIGNATED FLAGGER TO DIRECT PEDESTRIAN AND VEHICULAR TRAFFIC AWAY FROM WORK AREAS.
3. REFER TO SPECIFICATION SECTION 015600 - TRAFFIC CONTROLS AND CONSTRUCTION SIGNAGE FOR ADDITIONAL REQUIREMENTS.
4. POWER AND WATER IS AVAILABLE ON SITE.



KEY PLAN

1 LOGISTICS PLAN

1" = 30'-0"



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BID SET

No.	Date	Description	By

EAST SOMERVILLE
COMMUNITY SCHOOL

PHASE 1: TEMPORARY
PANEL STABILIZATION

115 PEARL STREET
SOMERVILLE, MA

Project

OVERALL BUILDING
ELEVATIONS

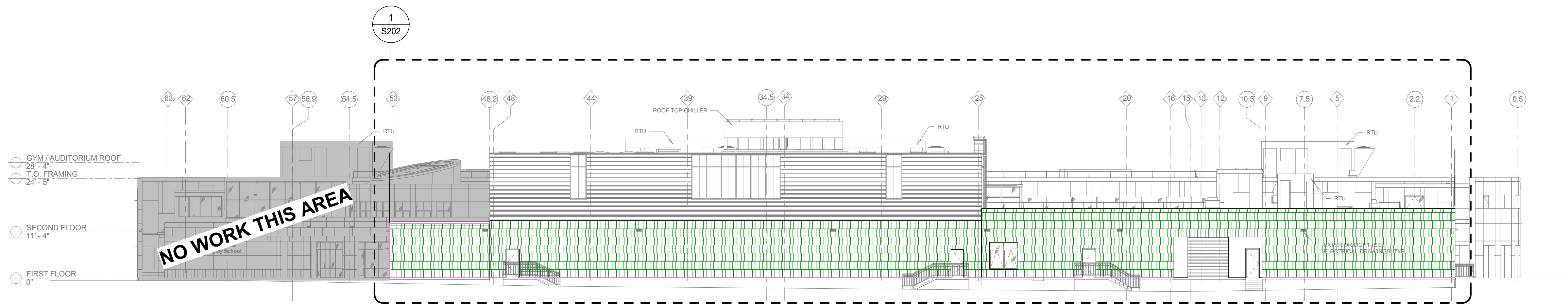
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Project No. 241254.17	Checked GRZ/MJL	Date 09/08/26
Drawn SKW	Approved SAC	Scale As indicated

Drawing No.

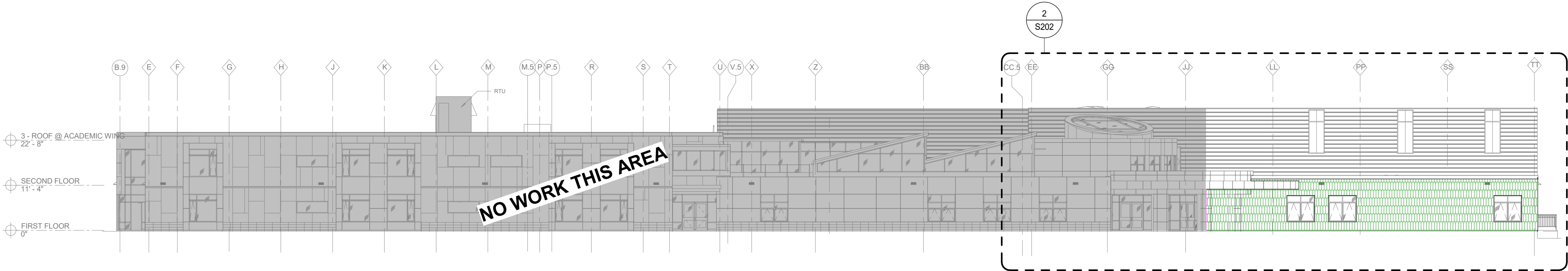
S201

Seal



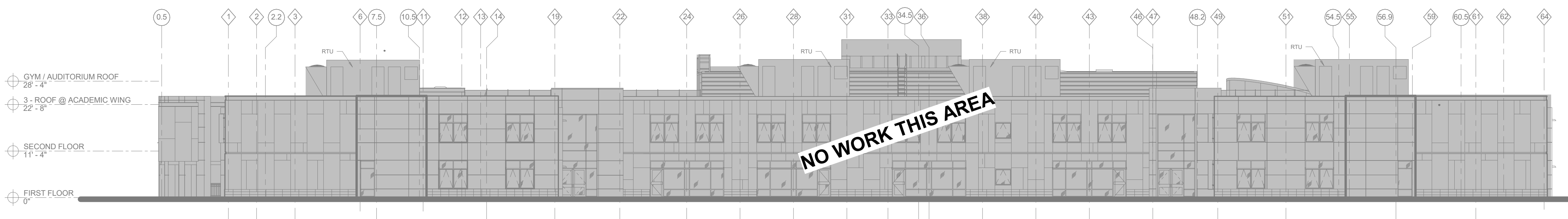
NORTH ELEVATION

1/16" = 1'-0"



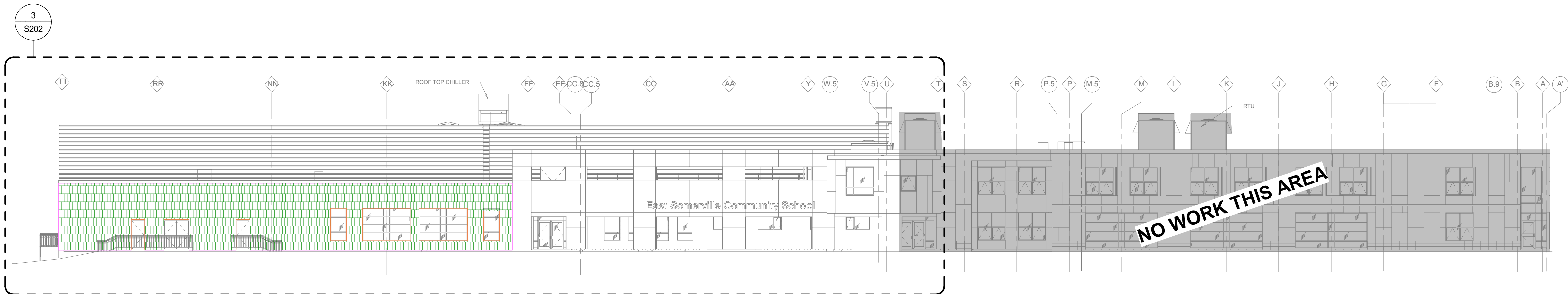
EAST ELEVATION

1/16" = 1'-0"



SOUTH ELEVATION

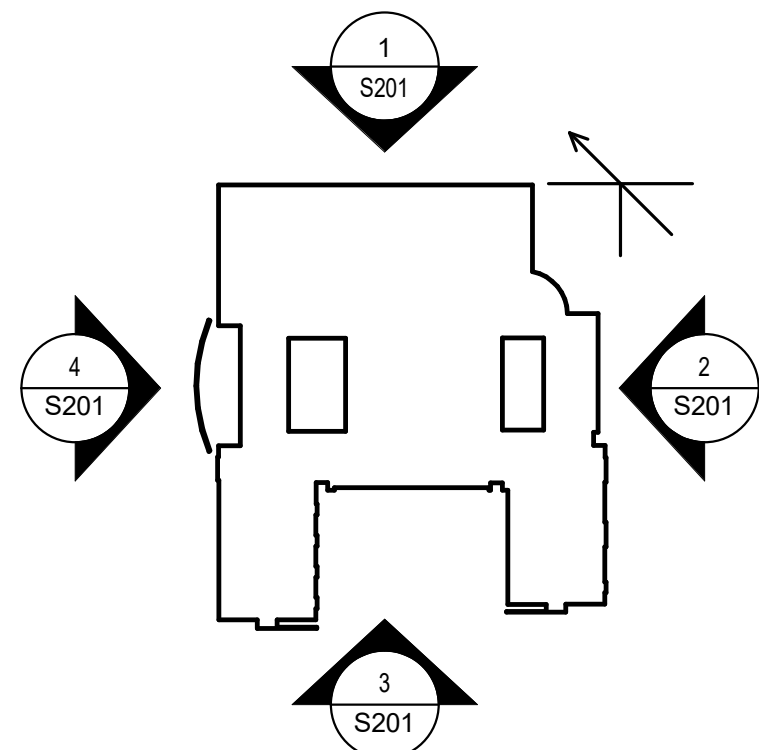
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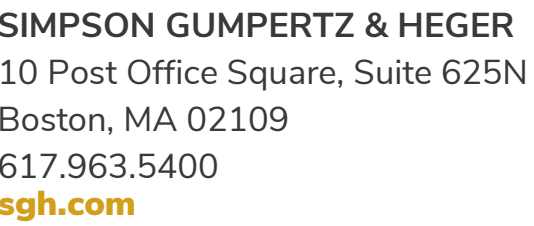
WEST ELEVATION

1/16" = 1'-0"

- NOTES:
1. PRIOR TO BIDDING, ALL BIDDERS MUST VIEW THE PREMISES AND NOTE CONDITIONS AT AND AROUND WHERE WORK IS TO BE PERFORMED. BIDDERS SHALL FULLY INFORM THEMSELVES OF ALL CONDITIONS AFFECTING THE WORK OF THIS PROJECT, INCLUDING OBSTRUCTIONS, HEIGHT RESTRICTIONS, AND VARYING SITE CONDITIONS OR GEOMETRIES.
 2. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR, AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR CLARIFICATION BEFORE PROCEEDING WITH THE AFFECTED PART OF THE WORK.
 3. IMMEDIATELY NOTIFY THE ENGINEER IF CRACKED OR LOOSE PANELS ARE IDENTIFIED DURING THE WORK.



KEY PLAN



Consultant

BID SET

No.	Date	Description	By

115 PEARL STREET
SOMERVILLE, MA

Project

Drawing Title

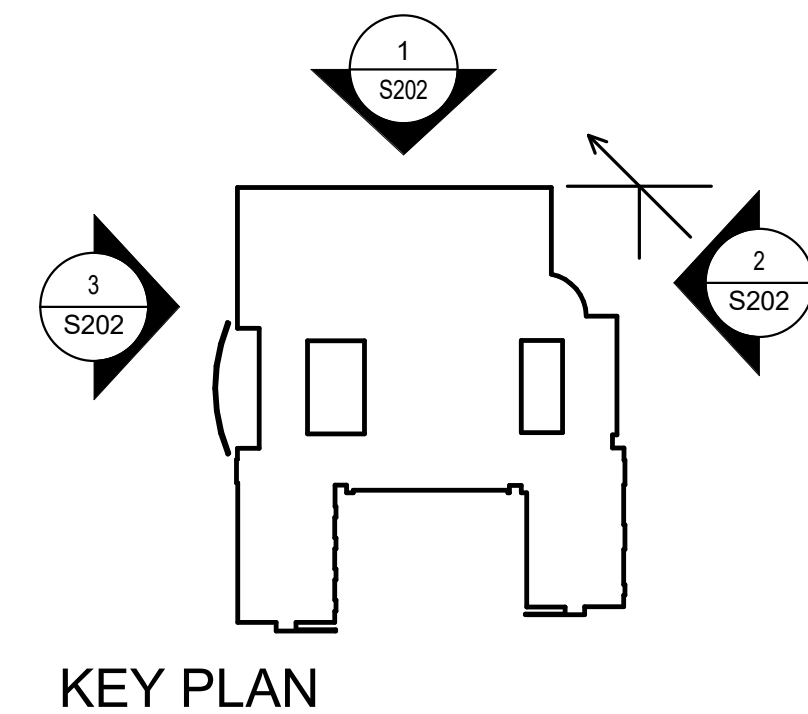
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Drawn SKW	Approved SAC	Scale As indicated

S202

Seal



- NOTES:**
1. PRIOR TO BIDDING, ALL BIDDERS MUST VIEW THE PREMISES AND NOTE CONDITIONS AT AND AROUND WHERE WORK IS TO BE PERFORMED. BIDDERS SHALL FULLY INFORM THEMSELVES OF ALL CONDITIONS AFFECTING THE WORK OF THIS PROJECT, INCLUDING OBSTRUCTIONS, HEIGHT RESTRICTIONS, AND VARYING SITE CONDITIONS OR GRADING.
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BID SET

No.	Date	Description	By

EAST SOMERVILLE
COMMUNITY SCHOOL

PHASE 1: TEMPORARY
PANEL STABILIZATION

115 PEARL STREET
SOMERVILLE, MA

Project

ENLARGED
ELEVATIONS

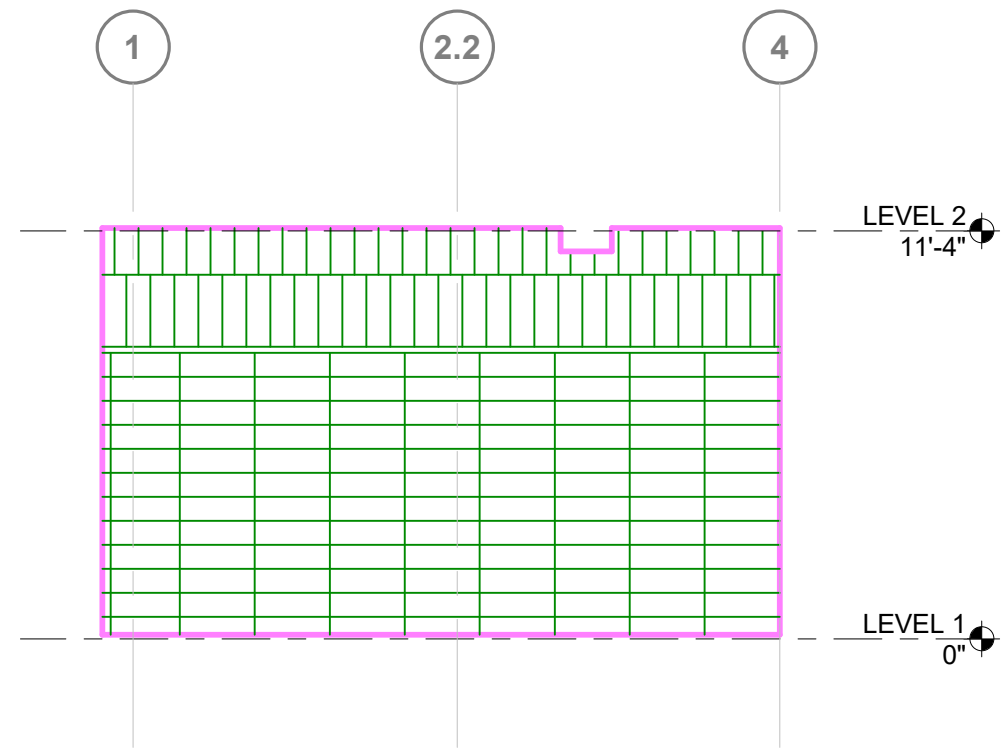
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Drawn SKW	Approved SAC	Scale As indicated

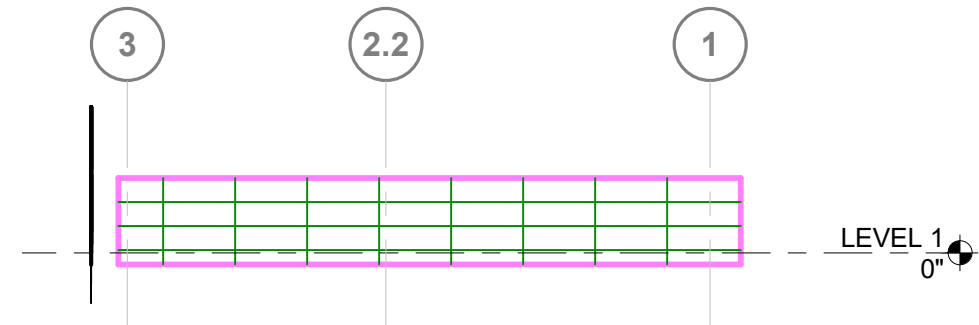
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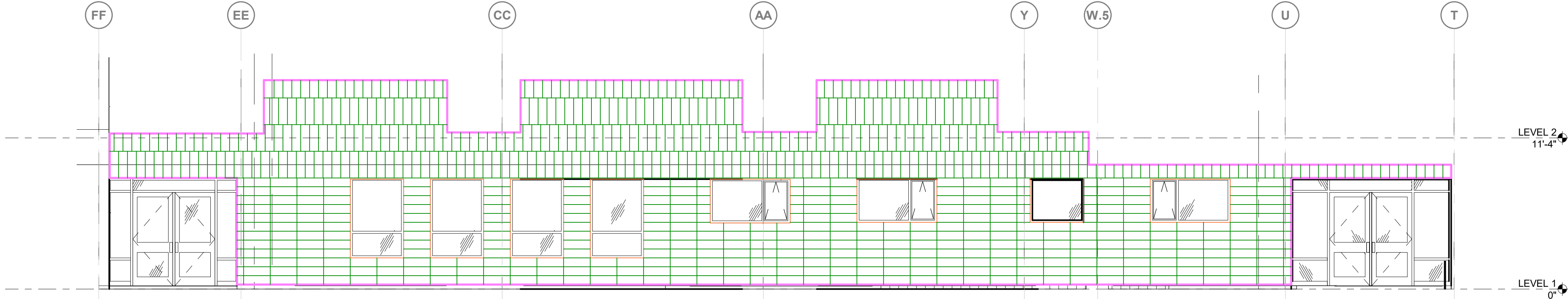
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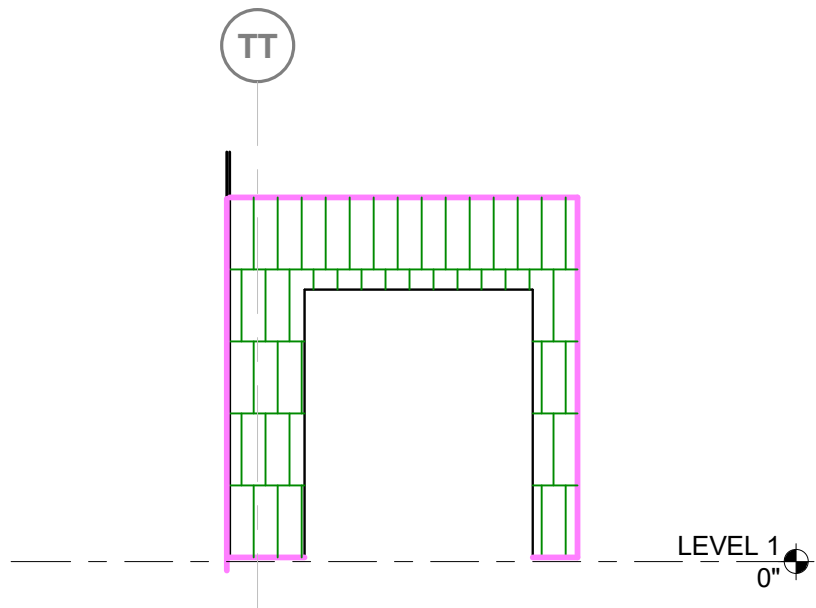
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3/16" = 1'-0"



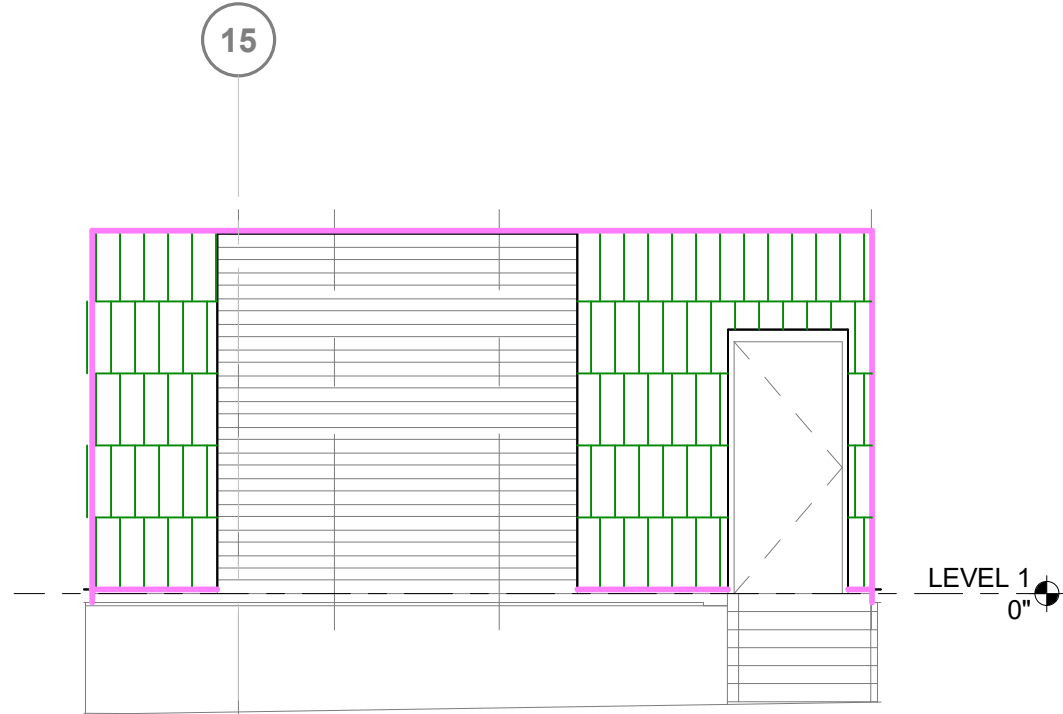
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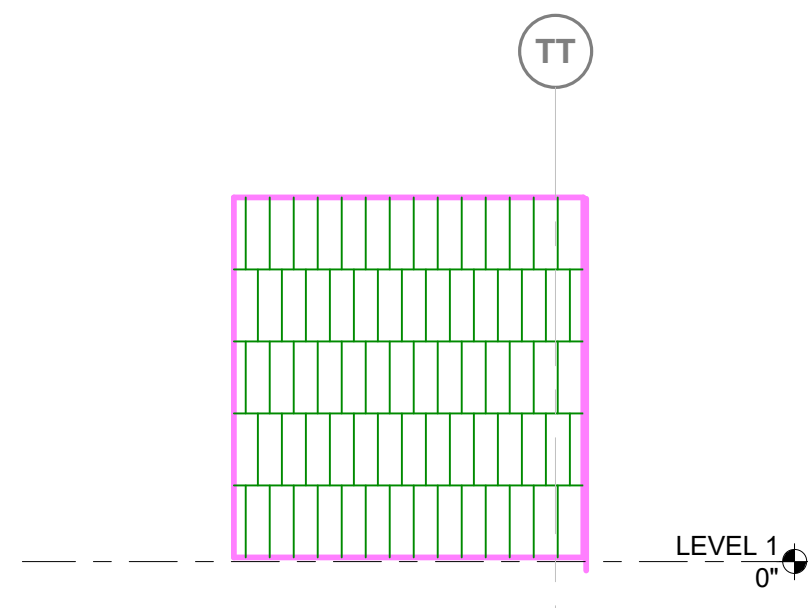
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3/16" = 1'-0"



4 PARTIAL EAST ELEVATION - LOADING DOCK
3/16" = 1'-0"

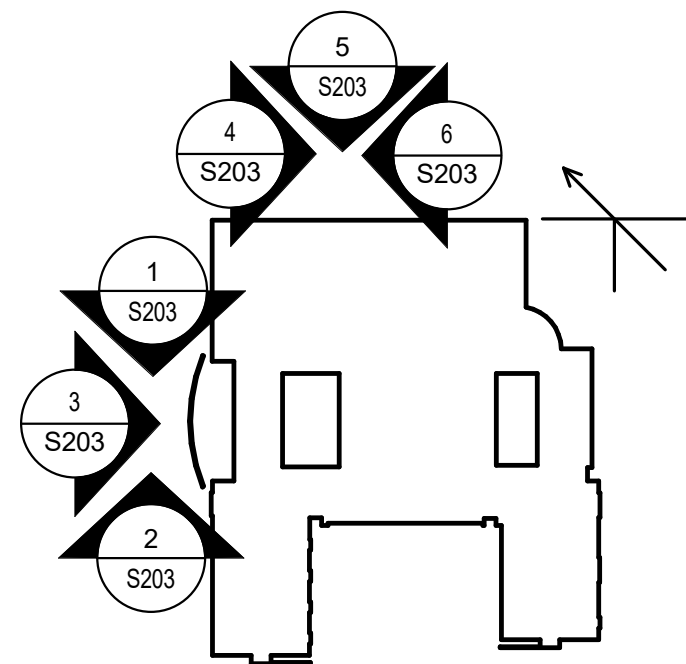


5 PARTIAL NORTH ELEVATION - LOADING DOCK
3/16" = 1'-0"

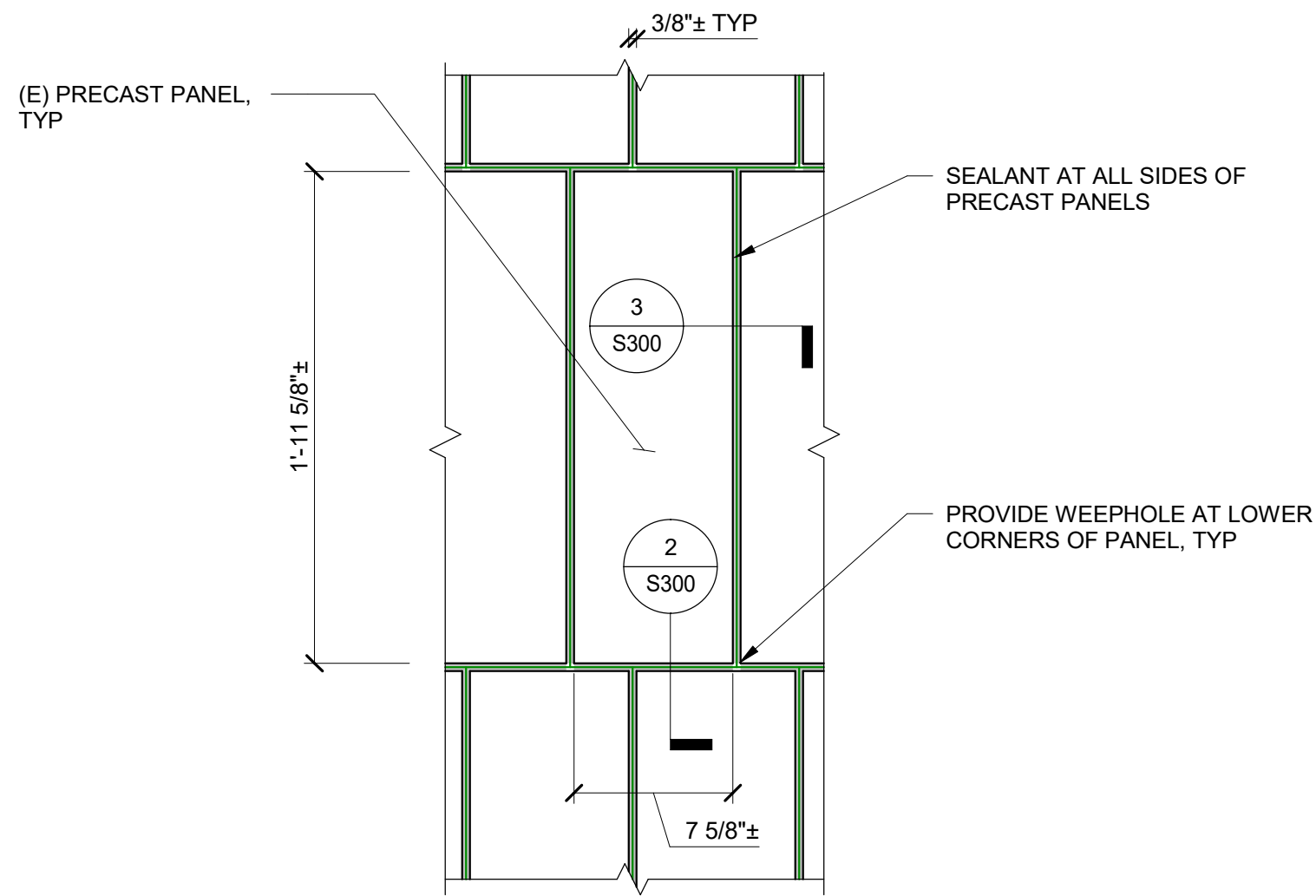


6 PARTIAL WEST ELEVATION - LOADING DOCK
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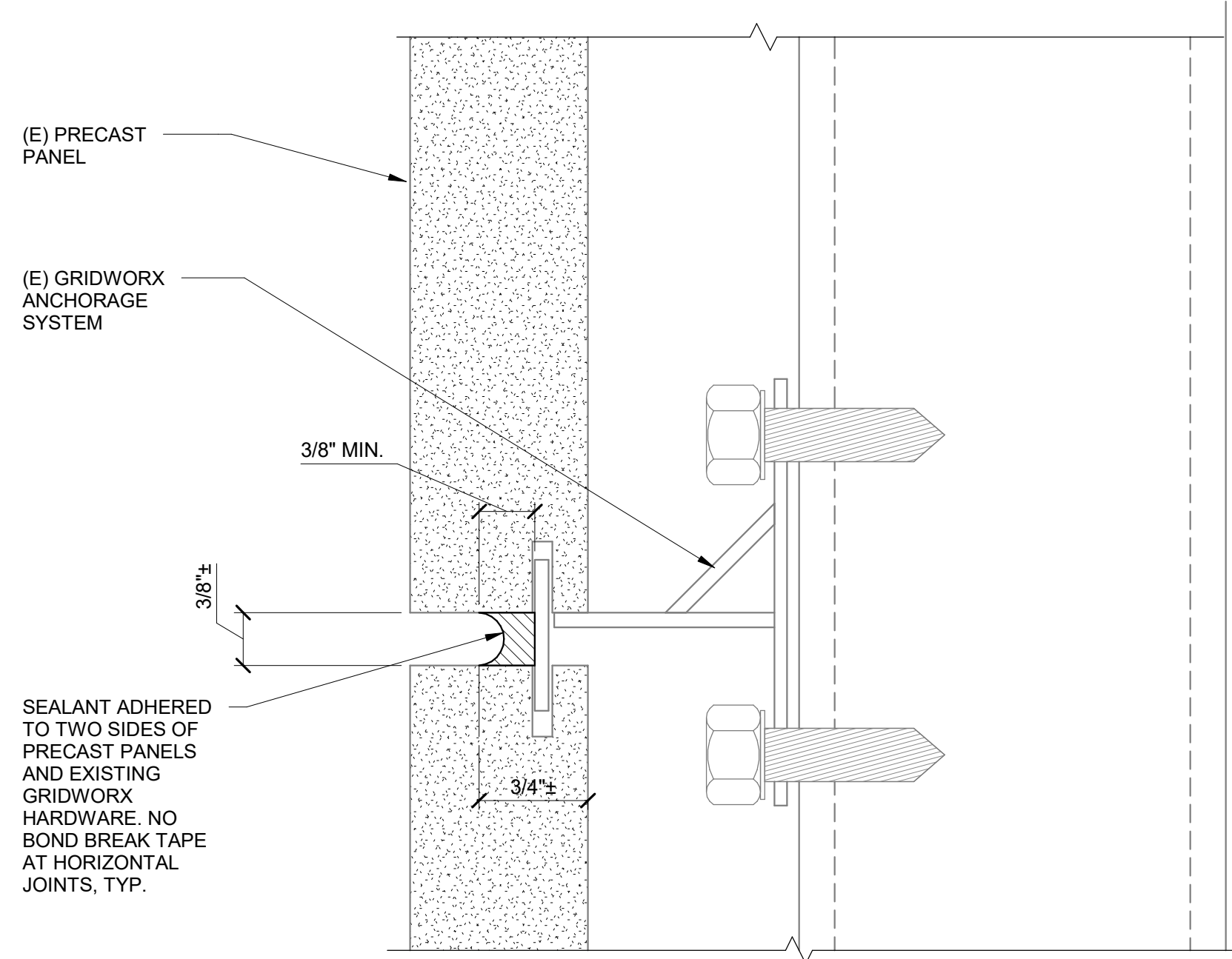
- NOTES:
1. PRIOR TO BIDDING, ALL BIDDERS MUST VIEW THE PREMISES AND NOTE CONDITIONS AT AND AROUND WHERE WORK IS TO BE PERFORMED. BIDDERS SHALL FULLY INFORM THEMSELVES OF ALL CONDITIONS AFFECTING THE WORK OF THIS PROJECT, INCLUDING OBSTRUCTIONS, HEIGHT RESTRICTIONS, AND VARYING SITE CONDITIONS OR GEOMETRIES.
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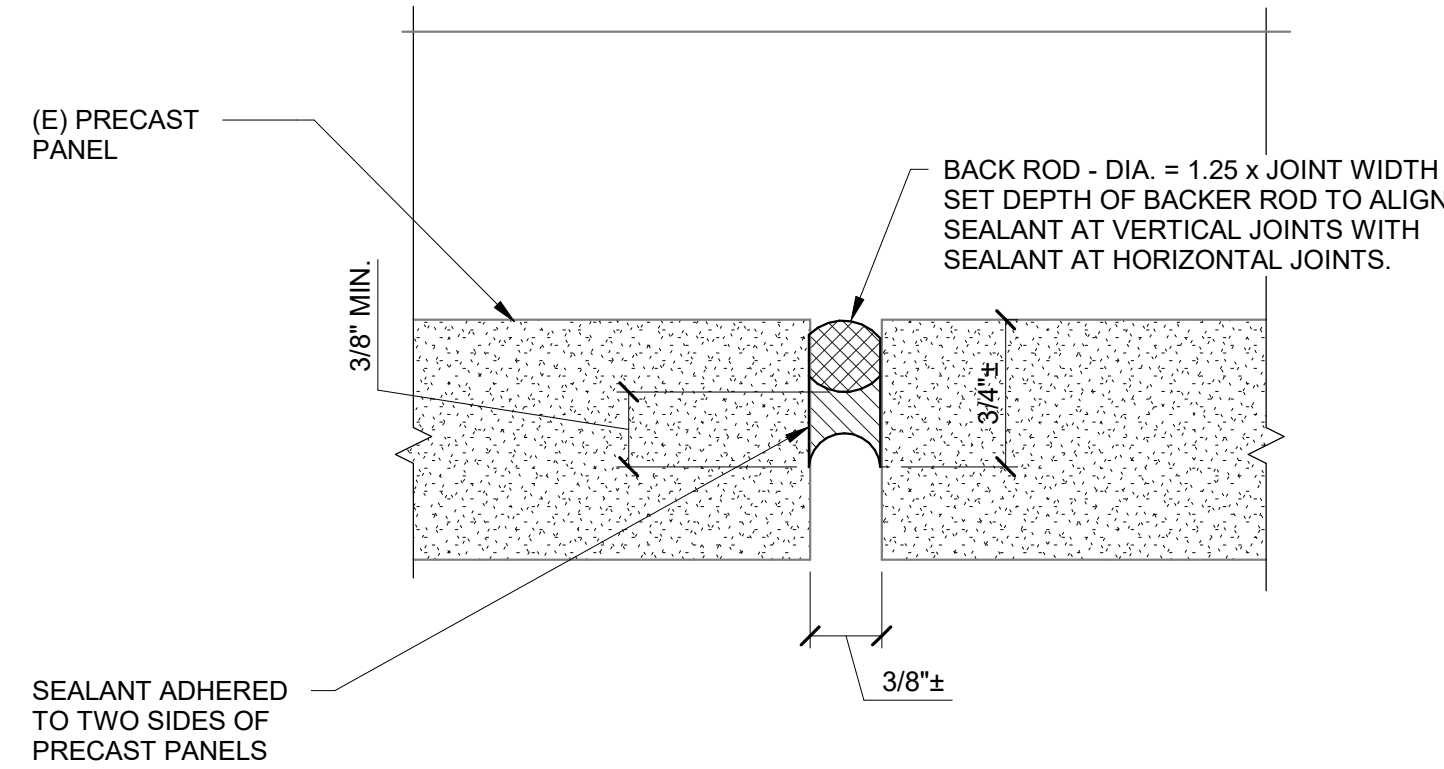
KEY PLAN



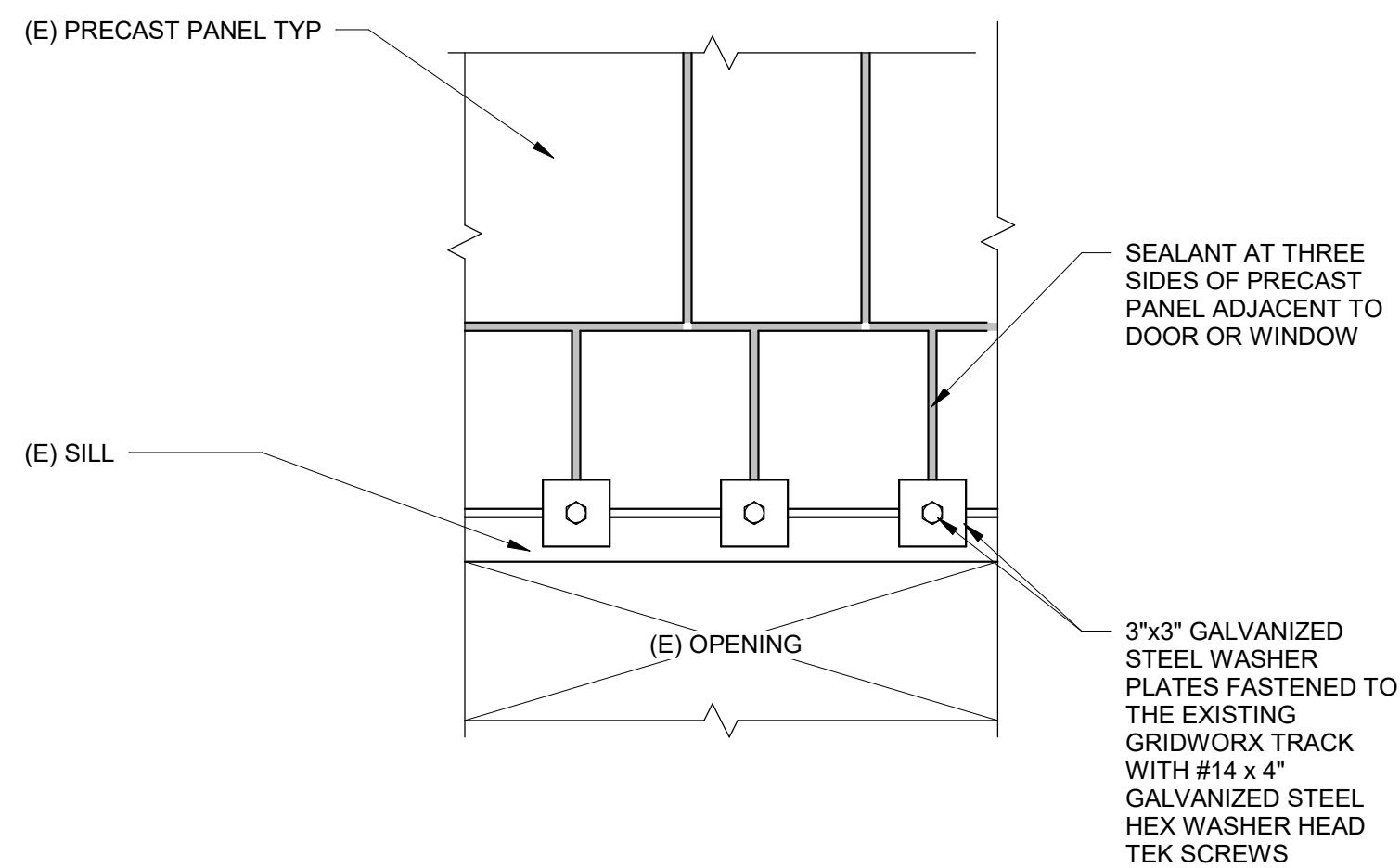
1 TYPICAL PANEL SEALANT INSTALLATION ELEVATION
1 1/2" = 1'-0"



2 PANEL SEALANT INSTALLATION HORIZONTAL SECTION
12" = 1'-0"



3 PANEL SEALANT INSTALLATION VERTICAL SECTION
12" = 1'-0"



4 PANEL SEALANT INSTALLATION ELEVATION AT WINDOW OR DOOR OPENING
1 1/2" = 1'-0"



5 REFERENCE PHOTO: WEST ELEVATION
12" = 1'-0"



6 REFERENCE PHOTO: NORTH ELEVATION
12" = 1'-0"



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Consultant

BID SET

No.	Date	Description	By

EAST SOMERVILLE
COMMUNITY SCHOOL

PHASE 1: TEMPORARY
PANEL STABILIZATION

115 PEARL STREET
SOMERVILLE, MA

Project

STABILIZATION
DETAILS AND
REFERENCE PHOTOS

Drawing Title

Project No. 241254.17	Checked GRZ/MJL	Date 09/08/26
Drawn SKW	Approved SAC	Scale As indicated

Drawing No.

S300

Seal