

SPECIFICATIONS

Reroofing of Gymnasium

Town of Wilbraham
310 Main Street
Wilbraham, Massachusetts 01095

Town of Wilbraham

240 Springfield Street
Wilbraham, Massachusetts 01095

Select Board

Susan C. Bunnell, Chair
Michael A. Squindo, Vice Chair
Marc C. Ducey, Clerk

Town Administrator

Nick Breault

Facilities and Grounds Director

Samuel Boyd

Roy S. Brown Architects

85 Chilson Road
Wilbraham, MA 01095
p 413.596.2360
85rsba@gmail.com

Date: 05.08.2025

Project No. 25-03-01

TABLE OF CONTENTS

NOTICE TO BIDDERS	1
INSTRUCTIONS TO BIDDERS	1 to 4
FORM FOR GENERAL BID	1 to 2
CERTIFICATIONS.....	1 to 3
REFERENCES.....	1 to 4
CONTRACT AND CONSTRUCTION FORMS	
1. Construction Agreement	1 to 2
2. Application for Payment	1
3. Continuation Sheet	1
4. Change Order	1
5. Architect's Supplemental Instructions	1
6. Certificate of Substantial Completion	1
GENERAL CONDITIONS OF THE CONTRACT	1 to 48
SUPPLEMENTARY GENERAL CONDITIONS	1 to 4
1. Wage Rate Notice	1
2. Weekly Payroll Records Report & Statement of Compliance	1
3. Massachusetts Weekly Certified Payroll Report Form	1
4. Prevailing Wage Rates	1 to 34

GENERAL REQUIREMENTS

Section 01.01.00: Summary of Work	1 to 5
Section 01.01.50: Alternates	1
Section 01.02.70: Applications for Payment	1 to 2
Section 01.02.80: Change Order Procedures	1 to 3
Section 01.04.00: Coordination	1 to 2
Section 01.04.50: Cutting and Patching	1 to 2
Section 01.12.00: Alteration Project Procedures	1 to 3
Section 01.20.00: Project Meetings	1 to 2
Section 01.22.00: Unit Prices.....	1 to 2
Section 01.30.00: Submittals	1 to 2
Section 01.31.00: Progress Schedules	1 to 2
Section 01.34.00: Shop Drawings, Product Data and Samples	1 to 3
Section 01.37.00: Schedules of Values	1 to 2
Section 01.50.00: Construction Facilities and Temporary Controls	1 to 3
Section 01.52.00: Construction Aids	1 to 2
Section 01.53.00: Barriers	1
Section 01.54.00: Security	1
Section 01.56.90: Construction Cleaning	1
Section 01.60.00: Materials and Equipment	1 to 3
Section 01.61.00: Transportation and Handling	1 to 2

Section 01.62.00: Storage and Protection1 to 2

Section 01.63.00: Product Options and Substitutions1 to 3

Section 01.70.00: Contract Closeout1 to 3

Section 01.71.00: Final Cleaning1 to 2

Section 01.72.00: Project Record Documents..... 1 to 2

Section 01.73.00: Operation and Maintenance Data1 to 3

Section 01.74.00: Warranties and Bonds1 to 2

TECHNICAL SPECIFICATIONS

Section 02.07.20: Minor Demolition for Remodeli.....1

Section 07.30.00: Asphalt Shingles1 to 6

Section 07.63.10: Gutters & Downspouts1 to 2

Section 07.90.00: Joint Sealants1 to 2

Section 11.11.11: Pictures..... 1 to 3

NOTICE TO BIDDERS

REROOFING OF GYMNASIUM
MEMORIAL SCHOOL
310 MAIN STREET
WILBRAHAM, MASSACHUSETTS 01095

The Town of Wilbraham, the Awarding Authority, invites sealed bids for the replacement roof on the gymnasium of Memorial School, 310 Main Street, Wilbraham, MA 01095.

The work involves the removal and replacement of the shingle roof on the gymnasium, including ice and water shield, underlayment, soffit and ridge vents, flashing, and replacement gutters. Add Alternate 1 includes repointing of bricks on the chimney. The cost estimate is \$100,000.

Bidder selection, procedures and contract awards shall be in conformity with M.G.L. Chapter 30 paragraph 39M. State mandated prevailing wage rates must be paid according to M.G.L. Chapter 149 sections 26-27H.

Digital copies of the drawings and specifications may be obtained by emailing requests to the office of Roy S. Brown Architects at **85rsba@gmail.com** after Wednesday, May 8, 2025 after 2:00 pm. A contractor briefing on site is planned for Wednesday, May 15, 2025 at 10:00 am.

Questions pertaining to the general bid will be accepted until Friday, May 16, 2025. All questions are to be emailed to the office of Roy S. Brown Architects at **85rsba@gmail.com**. All answers to questions pertaining to the general bid will be distributed to all planholders prior to Tuesday, May 20, 2025 at 2:00 pm.

General bids will be accepted from eligible bidders at the office of the Board of Selectmen, 240 Springfield Street, Wilbraham, Massachusetts 01095 until 2:00 pm, May 22, 2025, at which time they shall be publicly opened and read aloud. No bid security is required.

The Awarding Authority reserves the right to reject any or all bids, should it be deemed in the public interest to do so.

Samuel Boyd, Facilities and Grounds Director

A. GENERAL

1. The Notice to Bidders is hereby made a part of this contract.
2. The attention of bidders is called to those parts of the Legal/Contractual Documents regarding labor conditions, wage rates, etc.
3. This project is subject to the public bidding statutes M.G.L. Chapter 149 Section 44A-H, inclusive.

B. GENERAL BIDDER'S PREQUALIFICATION

1. DCAMM Certification is not required

C. FILED SUB-BIDDER'S PREQUALIFICATION

1. No Filed Sub-Bids are required.

D. DRAWINGS AND CONTRACT DOCUMENTS

1. Digital copies of the drawings and specifications may be obtained by emailing requests to the office of Roy S. Brown Architects at **85rsba@gmail.com**.

E. QUESTIONS REGARDING SPECIFICATIONS

1. Any questions regarding the intent or meaning of the specifications and the equality or use of products or methods, other than those definitely designated or described on the drawings or in the specifications, shall be submitted in writing by the bidders to the Architect together with drawings, detailed specifications or other data in sufficient detail to enable the Architect to determine the equality of the product or method, at least five (5) days before the advertised openings of the bids.
2. The Architect shall arrange as addenda, which shall become a part of the contract and specifications, all questions so received with his decision regarding each, and he shall send a copy of these addenda to specification, at least two (2) days prior to said opening of General Bids.
3. Unless such action shall have been taken by the bidder and approval obtained, he agrees to use the product or method designated or described in the specifications.

F. EXISTING CONDITIONS

1. Bidders are required to submit their proposals upon the following express conditions, which shall apply to and become part of every bid received, viz.: Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may desire, as to actual conditions and requirements of the work.
2. The locations of existing structures and wires are shown on the drawings in accordance with the best available information in the Owner's possession. The completeness and accuracy of said information are not guaranteed and the Contractor shall have no grounds for additional compensation because of

excessive expense due to encountering any existing pipes, wires structures, etc.

G. SPECIAL JOB REQUIREMENTS

1. All components, materials, parts and labor executed under this contract shall be warranted by the G.C. for a period of not less than **two (2) years** from the date of Substantial Completion.
2. **Substantial completion is required within 45 days of the Notice to Proceed.** The Contractor will be subject to the liquidated damages listed below if this deadline is not achieved. Final completion of all punch list items is to be completed within **14** calendar days from date of Substantial Completion. The Contractor will be subject to the liquidated damages listed below if this deadline is not achieved.
3. The Contractor is required to prevent construction debris and dust from effecting normal traffic flow, as well as spreading beyond the boundaries of the site. The Contractor is also required to prevent the general public from accessing the construction area.
4. The Contractor is required to protect all existing finishes, landscaping, etc, noted to remain, from damage as a result of construction, and will be responsible for the repair of said finishes, landscaping, etc. if damage occurs.
5. **A project walk-thru is scheduled for Wednesday, April 2, 2025 at 10:00 am.**

H. SUB-BIDS AND GENERAL BIDS

1. All bids must be upon the blank form for proposal annexed hereto. Give the price for each item of work proposed, both in words and figures, and be signed by the bidder with his business address and place of residence.
2. Bid Security:
 - a. 5% Bid Bond or certified check payable to the Town of Wilbraham.
3. Bids may be withdrawn at any time prior to the designated time for the opening of bids. No bid may be withdrawn within ninety (90) days (Sunday or a legal holiday not included) after the actual date of opening thereof.
4. Bids will be compared on the basis of the lump sum price stated in the Proposal. In the event that there is a discrepancy between the lump sum price written in figures, the price written in words shall govern.
5. The bidder shall agree to commence the work according to the NTP signed by the G.C. and the Town. after receipt of a signed contract from the Owner. See Section 01310 Progress Schedules.
6. The Owner may reject as informal, bids which are incomplete, conditional, or obscure, or which contain additions not called for, erasures not properly initialed, alterations, or irregularities of any kind; or the Owner may waive such informalities within the general laws of the Commonwealth of Massachusetts.

I. CONTRACT AWARDS

1. A payment bond in the sum of 50% of the proposal, with a surety company satisfactory to the Owner, as surety will be required for the faithful payment of the contract, or the assignment of savings bank, bank book in lieu of such surety company bond in the full amount of contract.
2. The party to whom the contract is awarded will be required to present forthwith the name of the surety company to be offered and to execute the contract and simultaneously furnish the above referenced performance and payment bonds duly executed by satisfactory surety company, within the time limit stated in the proposal after notification that the contract is ready for signature.
3. In case the party to whom the contract is awarded shall fail or neglect to execute the contract and furnish a satisfactory bond within the time specified, the Owner may determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void, and the certified check accompanying the proposal shall be forfeited to and retained by the said Owner as liquidated damages for such failure or neglect, and to indemnify said Owner for any loss which may be sustained by failure of the bidder to execute the contract and furnish bond as aforesaid. After the execution of the contract and the acceptance of the bond by the Owner, the check accompanying the proposal of the successful bidder shall be returned.
4. The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 149, Section 44A(2), as amended. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. Contract award shall be subject to availability of an appropriation for funding.
5. Any bid which does not comply with the provisions of Massachusetts General Laws Chapter 149, Sections 44A through 44H, as amended, need not be accepted and the Owner may reject every such bid.

J. LIQUIDATED DAMAGES FOR FAILURE TO ACHIEVE COMPLETION OF CONSTRUCTION

1. Liquidated damages in the amount of **one hundred dollars (\$100) per day** shall be withheld by the Owner for failure to achieve Substantial Completion within the allotted time stated above.

K. ESTIMATING

1. General Bidders are reminded that not every detail of construction can be shown on the drawings and that not every part of every assembly can be listed in the specifications. The Owner assumes that General Bidders are experienced tradesman who estimate and supply all the required materials for their trades and perform in a workmanlike manner.
2. No solicitations for extra cost shall be entertained because not every item is detailed.

3. If any inconsistency shall be found to exist within the Contract Documents, the greater quantity or better quality shall be assumed. Any item which appears anywhere in either the specifications or the drawings separately or in both shall be included in the project.
4. The building permit fee will not be waived. Contractors are required to obtain all required permits at the Town of Wilbraham Building Commissioner's office and include them in their bid price.

L. CHANGE ORDERS

1. When change order work is approved, The Owner will approve the following maximums above the direct costs:
 - a. Where only the general bidder (or his direct sub-contractors) are involved, ten percent (10%) overhead and profit, plus one percent (1%) for the bond.

END OF SECTION

TO THE AWARDING AUTHORITY:

A. Base Bid:

The undersigned proposes to furnish all labor and materials required for Reroofing of Memorial School Gym Roof, 310 Main Street, Wilbraham, Massachusetts 01095 in accordance with the accompanying Plans and Specifications prepared by Roy S. Brown Architects, 85 Chilson Road, Wilbraham, Massachusetts 01095, for the Contract Price specified below, subject to additions and deductions according to the terms of the Specifications.

B. The bid includes Addenda numbered _____ and _____.

C. The proposed Contract Price is _____
 _____ Dollars (\$ _____)

D. Alternates:

For Alternate #1: Repair & Repoint Step Crack in Chimney
 Add \$ _____ Dollars (\$ _____)

E. The undersigned agrees that, if he is selected as General Contractor, he will, within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority and each in the sum of 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 (1) 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.

Date: _____

(Name of General Bidder)

By:

(Name and Title of Person Signing Bid)

(Signature)

(Business Address)

(City, State and Zip Code)

(Telephone Number)

NOTE: This Proposal must bear the written signature of the Bidder. If the Bidder is a partnership, the Proposal must be signed by a partner. If the Bidder is a corporation, the proposal must be signed by a duly authorized office or agent of such corporation.

Attachment Required:

- Additional Certifications, 3 pages
- References, 4 pages

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of person signing bid or bid)

(Name of Business)

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Section 49A(b) of Chapter 62C of the Massachusetts General Laws, the undersigned contractor does hereby certify, under pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NAME OF CONTRACTOR: _____

By: _____, duly authorized.
(Signature of Authorized Representative)

Title: _____

Date: _____

5. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to Chapter 30 Section 39M.

Date: _____

Name of Bidder: _____

Business Address: _____

Phone: _____

Email: _____

Authorized Signature: _____

Print Name and Title: _____

Note: This reference form must bear the written signature of the Bidder. If the Bidder is a partnership, the proposal must be signed by a partner. If the bidder is a corporation, the proposal must be signed by a duly authorized officer or agent of such corporation.

Contract and Construction Forms

TOWN OF WILBRAHAM
REROOFING MEMORIAL SCHOOL GYM FY 24-25

THIS AGREEMENT, Made this day of _____, **2025** between the Town of Wilbraham, Massachusetts (hereinafter designated the Town) and _____.

NAME: _____

ADDRESS: _____

(Hereinafter designated the Contractor)

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows.

ARTICLE 1.

The Contractor agrees to furnish **Reroofing Memorial School Gym** all in accordance with the invitation for bids titled "Town of Wilbraham, Reroofing Memorial School Gym," including the requirements, specifications, and other supporting documents incorporated therein, attached hereto and made a part hereof for the price of \$_____ specified in its bid dated **April 11, 2025**. A copy of the Contractor's bid form is also attached hereto and made a part hereof.

ARTICLE 2.

In consideration of the foregoing, the town agrees to pay to the Contractor as compensation for everything furnished and executed by the Contractor under this contract, and for well and faithfully completing the work, as herein provided, such sums of money as is set out in the accompanying quote.

ARTICLE 3.

The Contractor will defend, indemnify, and hold harmless the Town of Wilbraham, its officers, agents, servants and employees against any and all claims, demands, liabilities, losses, damages and expenses the Town of Wilbraham, its officers, agents, servants and employees may incur arising out of or in any way connected with the Contractor's performance of or failure to perform its obligations under this contract.

ARTICLE 4.

- a. The Contractor shall not assign, sub-contract, or in any way transfer any interest in this contract in whole or in part, or delegate any of the work to be performed hereunder to any other person, firm, company, corporation, or organization without the express written permission of the Town. The Contractor shall not assign any moneys due, or to become due to him under this Contract, without prior express written consent of the Town.
- b. The bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership or status of the Contractor, or any assignment for the benefit of creditors, shall at the election of the Town:
 - 1) Terminate this Contract with all pertinent contractual conditions contained herein affected in favor of the Town;
 - 2) Fully obligate the newly formed organization, corporation, and/or legal entity to fulfill all terms and conditions of the Contract, and to perform or supply items in accordance with the specification or descriptions contained herein.
- c. Failure of any subcontractor to perform shall not relieve the Contractor of its obligations to fulfill all terms and conditions of the Contract as set forth herein.

ARTICLE 5.

- a. The failure of either party to fulfill a material obligation of the agreement, which continues for thirty days after written notice, the falseness of any statement by the Contractor in its quote, the institution by or against the Contractor of any bankruptcy, receivership or insolvency proceedings, or the making of any assignment for the benefit of its creditors, shall constitute an event of default. Upon an event of default, the other party to the contract may terminate the contract, in addition to all other remedies to which it may be entitled by law or in equity, including without limit all rights the Town may have to the bond required hereunder.
- b. The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town to enforce same, nor shall waiver by the Town of any breach of said provisions be taken to be a waiver of said provisions or any subsequent breach of said provisions.

ARTICLE 6.

If any portion of this contract is found to be unenforceable or contrary to law, it shall not affect the validity of the remainder of the Contract.

ARTICLE 7.

The documents expressly incorporated herein comprise the parties' entire contract and there are no other agreements between the parties. Any amendments to the contract must be in writing and signed by the duly authorized representatives of the parties.

CONTRACTOR

TOWN OF WILBRAHAM, MASSACHUSETTS
SELECT BOARD MEMBERS

By: _____
Signature

By: _____
Printed Name

Title: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: PROJECT: VIA ARCHITECT:
 FROM CONTRACTOR: CONTRACT DATE:

APPLICATION NO.: Distribution to:
 PERIOD TO: OWNER
 PROJECT NOS.: ARCHITECT
 CONTRACTOR

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE \$ _____
 (Column G on G703)
5. RETAINAGE:
 - a. _____% of Completed Work \$ _____
 (Columns D + E on G703)
 - b. _____% of Stored Material \$ _____
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ _____
6. TOTAL EARNED LESS RETAINAGE \$ _____
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ _____
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Change Order

Distribution to: Owner _____ Architect _____ Contractor _____

PROJECT:

CHANGE ORDER NUMBER:

INITIATION DATE:

ARCHITECT'S PROJ. NO:

TO:

CONTRACT FOR:

CONTRACT DATE:

You are directed to make the following changes in this contract:

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract sum was.....	\$
Net change by previously authorized Change Orders.....	\$
The Contract Sum prior to this Change Order	\$
The Contract Sum will be increased by this Change Order.....	\$
The new Contract Sum including this Change Order will be.....	\$
The Contract Time will be increased by.....	

The date of Substantial Completion as of the date of this Change Order therefore is

by: _____ by: _____ by: _____

date: _____ date: _____ date: _____

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

Owner
Architect
Consultant
Contractor
Field
Other

PROJECT:
(name, address)

ARCHITECT'S SUPPLEMENTAL
INSTRUCTION NO:

OWNER:

DATE OF ISSUANCE:

TO:
(Contractor)

ARCHITECT:

CONTRACT FOR:

ARCHITECT'S PROJECT NO:

CONTRACT DATED:

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

Description:

Attachments: *(Here insert listing of documents that support description.)*

ISSUED BY:

Architect

General Conditions of the Contract

AIA DOCUMENT A201-1997

General Conditions of the Contract for Construction

TABLE OF ARTICLES

- 1. GENERAL PROVISIONS**
- 2. OWNER**
- 3. CONTRACTOR**
- 4. ADMINISTRATION OF THE CONTRACT**
- 5. SUBCONTRACTORS**
- 6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7. CHANGES IN THE WORK**
- 8. TIME**
- 9. PAYMENTS AND COMPLETION**
- 10. PROTECTION OF PERSONS AND PROPERTY**
- 11. INSURANCE AND BONDS**
- 12. UNCOVERING AND CORRECTION OF WORK**
- 13. MISCELLANEOUS PROVISIONS**
- 14. TERMINATION OR SUSPENSION OF THE CONTRACT**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. This document has been approved and endorsed by The Associated General Contractors of America.

INDEX

- Acceptance of Nonconforming Work
 - 9.6.6, 9.9.3, 12.3
- Acceptance of work
 - 9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
- Access to Work
 - 3.16, 6.2.1, 12.1
- Accident Prevention
 - 4.2.3, 10
- Acts and Omissions
 - 3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 4.3.8, 4.4.1, 8.3.1, 9.5.1, 10.2.5, 13.4.2, 13.7, 14.1
- Addenda
 - 1.1.1, 3.11
- Additional Costs, Claims for
 - 4.3.4, 4.3.5, 4.3.6, 6.1.1, 10.3
- Additional Inspections and Testing
 - 9.8.3, 12.2.1, 13.5
- Additional Time, Claims for
 - 4.3.4, 4.3.7, 8.3.2
- ADMINISTRATION OF THE CONTRACT
 - 3.1.3, 4, 9.4, 9.5
- Advertisement or Invitation to Bid
 - 1.1.1
- Aesthetic Effect
 - 4.2.13, 4.5.1
- Applications for Payment
 - 4.2.5, 7.3.8, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.8.5, 9.10, 11.1.3, 14.2.4, 14.4.3
- Approvals
 - 2.4, 3.1.3, 3.5, 3.10.2, 3.12, 4.2.7, 9.3.2, 13.4.2, 13.5
- Arbitration
 - 4.3.3, 4.4, 4.5.1, 4.5.2, 4.6, 8.3.1, 9.7.1, 11.4.9, 11.4.10
- Architect
 - 4.1
- Architect, Definition of
 - 4.1.1
- Architect, Extent of Authority
 - 2.4, 3.12.7, 4.2, 4.3.6, 4.4, 5.2, 6.3, 7.1.2, 7.3.6, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.8.3, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4
- Architect, Limitations of Authority and Responsibility
 - 2.1.1, 3.3.3, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 4.4, 5.2.1, 7.4, 9.4.2, 9.6.4, 9.6.6
- Architect's Additional Services and Expenses
 - 2.4, 11.4.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
- Architect's Administration of the Contract
 - 3.1.3, 4.2, 4.3.4, 4.4, 9.4, 9.5
- Architect's Approvals
 - 2.4, 3.1.3, 3.5.1, 3.10.2, 4.2.7
- Architect's Authority to Reject Work
 - 3.5.1, 4.2.6, 12.1.2, 12.2.1
- Architect's Copyright
 - 1.6
- Architect's Decisions
 - 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.3.4, 4.4.1, 4.4.5, 4.4.6, 4.5, 6.3, 7.3.6, 7.3.8, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4
- Architect's Inspections
 - 4.2.2, 4.2.9, 4.3.4, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
- Architect's Instructions
 - 3.2.3, 3.3.1, 4.2.6, 4.2.7, 4.2.8, 7.4.1, 12.1, 13.5.2
- Architect's Interpretations
 - 4.2.11, 4.2.12, 4.3.6
- Architect's Project Representative
 - 4.2.10
- Architect's Relationship with Contractor
 - 1.1.2, 1.6, 3.1.3, 3.2.1, 3.2.2, 3.2.3, 3.3.1, 3.4.2, 3.5.1, 3.7.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 4.3.4, 4.4.1, 4.4.7, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 11.4.7, 12, 13.4.2, 13.5
- Architect's Relationship with Subcontractors
 - 1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.4.7
- Architect's Representations
 - 9.4.2, 9.5.1, 9.10.1
- Architect's Site Visits
 - 4.2.2, 4.2.5, 4.2.9, 4.3.4, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
- Asbestos
 - 10.3.1
- Attorneys' Fees
 - 3.18.1, 9.10.2, 10.3.3
- Award of Separate Contracts
 - 6.1.1, 6.1.2
- Award of Subcontracts and Other Contracts for Portions of the Work
 - 5.2
- Basic Definitions
 - 1.1
- Bidding Requirements
 - 1.1.1, 1.1.7, 5.2.1, 11.5.1
- Boiler and Machinery Insurance
 - 11.4.2
- Bonds, Lien
 - 9.10.2
- Bonds, Performance, and Payment
 - 7.3.6.4, 9.6.7, 9.10.3, 11.4.9, 11.5
- Building Permit
 - 3.7.1
- Capitalization
 - 13
- Certificate of Substantial Completion
 - 9.8.3, 9.8.4, 9.8.5

Certificates for Payment
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4

Certificates of Inspection, Testing or Approval
13.5.4

Certificates of Insurance
9.10.2, 11.1.3

Change Orders
1.1.1, 2.4.1, 3.4.2, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 4.3.4, 4.3.9, 5.2.3, 7.1, 7.2, 7.3, 8.3.1, 9.3.1.1, 9.10.3, 11.4.1.2, 11.4.4, 11.4.9, 12.1.2

Change Orders, Definition of
7.21

CHANGES IN THE WORK
3.11, 4.2.8, 7, 8.3.1, 9.3.1.1, 11.4.9

Claim, Definition of
4.3.1

Claims and Disputes
3.2.3, 4.3, 4.4, 4.5, 4.6, 6.1.1, 6.3, 7.3.8, 9.3.3, 9.10.4, 10.3.3

Claims and Timely Assertion of Claims
4.6.5

Claims for Additional Cost
3.2.3, 4.3.4, 4.3.5, 4.3.6, 6.1.1, 7.3.8, 10.3.2

Claims for Additional Time
3.2.3, 4.3.4, 4.3.7, 6.1.1, 8.3.2, 10.3.2

Claims for Concealed or Unknown Conditions
4.3.4

Claims for Damages
3.2.3, 3.18, 4.3.10, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.4.5, 11.4.7, 14.1.3, 14.2.4

Claims Subject to Arbitration
4.4.1, 4.5.1, 4.6.1

Cleaning Up
3.15, 6.3

Commencement of Statutory Limitation Period
13.7

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.1, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 4.3.5, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.4.1, 11.4.6, 11.5.1

Commencement of the Work, Definition of
8.1.2

Communications Facilitating Contract Administration
3.9.1, 4.2.4

Completion, Conditions Relating to
1.6.1, 3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2

COMPLETION, PAYMENTS AND
9

Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 9.10.4.2, 12.2, 13.7

Compliance with Laws
1.6.1, 3.2.2, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 4.4.8, 4.6.4, 4.6.6, 9.6.4, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3

Concealed or Unknown Conditions
4.3.4, 8.3.1, 10.3

Conditions of the Contract
1.1.1, 1.1.7, 6.1.1, 6.1.4

Consent, Written
1.6, 3.4.2, 3.12.8, 3.14.2, 4.1.2, 4.3.4, 4.6.4, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, 6

Construction Change Directive, Definition of
7.3.1

Construction Change Directives
1.1.1, 3.12.8, 4.2.8, 4.3.9, 7.1, 7.3, 9.3.1.1

Construction Schedules, Contractor's
1.4.1.2, 3.10, 3.12.1, 3.12.2, 4.3.7.2, 6.1.3

Contingent Assignment of Subcontracts
5.4, 14.2.2.2

Continuing Contract Performance
4.3.3

Contract, Definition of
1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.4.9, 14

Contract Administration
3.1.3, 4.9.4, 9.5

Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.4.6, 11.5.1

Contract Documents, The
1.1, 1.2

Contract Documents, Copies Furnished and Use of
1.6, 2.2.5, 5.3

Contract Documents, Definition of
1.1.1

Contract Sum
3.8, 4.3.4, 4.3.5, 4.4.5, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.4.1, 14.2.4, 14.3.2

Contract Sum, Definition of
9.1

Contract Time
4.3.4, 4.3.7, 4.4.5, 5.2.3, 7.2.1.3, 7.3, 7.4, 8.1.1, 8.2, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2

Contract Time, Definition of
8.1.1

CONTRACTOR
3

Contractor, Definition of
3.1, 6.1.2

Contractor's Construction Schedules	1.4.1.2, 3.10, 3.12.1, 3.12.2, 4.3.7.2, 6.1.3
Contractor's Employees	3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.4.7, 14.1, 14.2.1.1
Contractor's Liability Insurance	11.1
Contractor's Relationship with Separate Contractors and Owner's Forces	3.12.5, 3.14.2, 4.2.4, 6, 11.4.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors	1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.4.1.2, 11.4.7, 11.4.8
Contractor's Relationship with the Architect	1.1.2, 1.6, 3.1.3, 3.2.1, 3.2.2, 3.2.3, 3.3.1, 3.4.2, 3.5.1, 3.7.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 4.3.4, 4.4.1, 4.4.7, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 11.4.7, 12, 13.4.2, 13.5
Contractor's Representations	1.5.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work	3.3.2, 3.18, 4.2.3, 4.3.8, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Contractor's Review of Contract Documents	1.5.1, 3.2, 3.7.3
Contractor's Right to Stop the Work	9.7
Contractor's Right to Terminate the Contract	4.3.10, 14.1
Contractor's Submittals	3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.6, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.5.2
Contractor's Superintendent	3.9, 10.2.6
Contractor's Supervision and Construction Procedures	1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 4.3.3, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14
Contractual Liability Insurance	11.1.1.8, 11.2, 11.3
Coordination and Correlation	1.2, 1.5.2, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications	1.6, 2.2.5, 3.11
Copyrights	1.6, 3.17
Correction of Work	2.3, 2.4, 3.7.4, 4.2.1, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 13.7.1.3
Correlation and Intent of the Contract Documents	1.2
Cost, Definition of	7.3.6
Costs	2.4, 3.2.3, 3.7.4, 3.8.2, 3.15.2, 4.3, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.6, 7.3.7, 7.3.8, 9.10.2, 10.3.2, 10.5, 11.3, 11.4, 12.1, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching	3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors	3.14.2, 6.2.4, 9.2.1.5, 10.2.1.2, 10.2.5, 10.6, 11.1, 11.4, 12.2.4
Damage to the Work	3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.6, 11.4, 12.2.4
Damages, Claims for	3.2.3, 3.18, 4.3.10, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.4.5, 11.4.7, 14.1.3, 14.2.4
Damages for Delay	6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of	8.1.2
Date of Substantial Completion, Definition of	8.1.3
Day Definition of	8.1.4
Decisions of the Architect	4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.3.4, 4.4.1, 4.4.5, 4.4.6, 4.5, 6.3, 7.3.6, 7.3-8, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4
Decisions to Withhold Certification	9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of	2.3, 2.4, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1, 13.7.1.3
Defective Work, Definition of	3.5.1
Definitions	1.1, 2.1.1, 3.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 4.3.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 7.3.6, 8.1, 9.1, 9.8.1
Delays and Extensions of Time	3.2.3, 4.3.1, 4.3.4, 4.3.7, 4.4.5, 5.2.3, 7.2.1, 7.3.1, 7.4.1, 7.5.1, 8.3, 9.5.1, 9.7.1, 10.3.2, 10.6.1, 14.3.2
Disputes	4.1.4, 4.3, 4.4, 4.5, 4.6, 6.3, 7.3.8
Documents and Samples at the Site	3.11
Drawings, Definition of	1.1.5
Drawings and Specifications, Use and Ownership of	1.1.1, 1.3, 2.2.5, 3.11, 5.3
Effective Date of Insurance	8.2.2, 11.1.2
Emergencies	4.3.5, 10.6, 14.1.1.2

Employees, Contractor's	Insurance
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.4.7, 14.1, 14.2.1.1	3.18.1, 6.1.1, 7.3.6, 8.2.1, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 9.10.5, 11
Equipment, Labor, Materials and	Insurance, Boiler and Machinery
1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.6, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.2	11.4.2
Execution and Progress of the Work	Insurance, Contractor's Liability
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3, 3.4, 3.5, 3.7, 3.10, 3.12, 3.14, 4.2.2, 4.2.3, 4.3.3, 6.2.2, 7.1.3, 7.3.4, 8.2, 9.5, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3	11.1
Extensions of Time	Insurance, Effective Date of
3.2.3, 4.3.1, 4.3.4, 4.3.7, 4.4.5, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1, 10.3.2, 10.6.1, 14.3.2	8.2.2, 11.1.2
Failure of Payment	Insurance, Loss of Use
4.3.6, 9.5.1.3, 9.7, 9.10.2, 14.1.1.3, 14.2.1.2, 13.6	11.4.3
Faulty Work (See Defective or Nonconforming Work)	Insurance, Owner's Liability
Final Completion and Final Payment	11.2
4.2.1, 4.2.9, 4.3.2, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3	Insurance, Project Management Protective Liability
Financial Arrangements, Owner's	11.3
2.2.1, 13.2.2, 14.1.1.5	Insurance, Property
Fire and Extended Coverage Insurance	10.2.5, 11.4
11.4	Insurance, Stored Materials
GENERAL PROVISIONS	9.3.2, 11.4.1.4
1	INSURANCE AND BONDS
Governing Law	11
13.1	Insurance Companies, Consent to Partial Occupancy
Guarantees (See Warranty)	9.9.1, 11.4.1.5
Hazardous Materials	Insurance Companies, Settlement with
10.2.4, 10.3, 10.5	11.4.10
Identification of Contract Documents	Intent of the Contract Documents
1.5.1	1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Identification of Subcontractors and Suppliers	Interest
5.2.1	13.6
Indemnification	Interpretation
3.17, 3.18, 9.10.2, 10.3.3, 10.5, 11.4.1.2, 11.4.7	1.2.3, 1.4, 4.1.1, 4.3.1, 5.1, 6.1.2, 8.1.4
Information and Services Required of the Owner	Interpretations, Written
2.1.2, 2.2, 3.2.1, 3.12.4, 3.12.10, 4.2.7, 4.3.3, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4	4.2.11, 4.1.12, 4.3.6
Injury or Damage to Person or Property	Joinder and Consolidation of Claims Required
4.3.8, 10.2, 10.6	4.6.4
Inspections	Judgment on Final Award
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5	4.6.6
Instructions to Bidders	Labor and Materials, Equipment
1.1.1	1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.6, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.2
Instructions to the Contractor	Labor Disputes
3.2.3, 3.3.1, 3.8.1, 4.2.8, 5.2.1, 7, 12, 8.2.2, 13.5.2	8.3.1
	Laws and Regulations
	1.6, 3.2.2, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 4.4.8, 4.6, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14
	Liens
	2.1.2, 4.4.8, 8.2.2, 9.3.3, 9.10
	Limitation on Consolidation or Joinder
	4.6.4
	Limitations, Statutes of
	4.6.3, 12.2.6, 13.7

Limitations of Liability	Notice of Testing and Inspections
2.3, 3.2.1, 3.5.1, 3.7.3, 3.12.8, 3.12.10, 3.17, 3.18, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.10.4, 10.3.3, 10.2.5, 11.1.2, 11.2.1, 11.4.7, 12.2.5, 13.4.2	13.5.1, 13.5.2
Limitations of Time	Notice to Proceed
2.1.2, 2.2, 2.4, 3.2.1, 3.7.3, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 4.3, 4.4, 4.5, 4.6, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14	8.2.2
Loss of Use Insurance	Notices, Permits, Fees and
11.4.3	2.2.2, 3.7, 3.13, 7.3.6.4, 10.2.2
Material Suppliers	Observations, Contractor's
1.6, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5	1.5.2, 3.2, 3.7.3, 4.3.4
Materials, Hazardous	Occupancy
10.2.4, 10.3, 10.5	2.2.2, 9.6.6, 9.8, 11.4.1.5
Materials, Labor, Equipment and	Orders, Written
1.1.3, 1.1.6, 1.6.1, 3.4, 3.5.1, 3.8.2, 3.8.23, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.6, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.2	1.1.1, 2.3, 3.9, 4.3.6, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2, 14.3.1
Means, Methods, Techniques, Sequences and Procedures of Construction	OWNER
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2	2
Mechanic's Lien	Owner, Definition of
4.4.8	2.1
Mediation	Owner, Information and Services Required of the
4.4.1, 4.4.5, 4.4.6, 4.4.8, 4.5, 4.6.1, 4.6.2, 8.3.1, 10.5	2.1.2, 2.2, 3.2.1, 3.12.4, 3.12.10, 4.2.7, 4.3.3, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4
Minor Changes in the Work	Owner's Authority
1.1.1, 3.12.8, 4.2.8, 4.3.6, 7.1, 7.4	1.6, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 4.3.6, 4.4.7, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.1, 11.4.3, 11.4.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4
MISCELLANEOUS PROVISIONS	Owner's Financial Capability
13	2.2.1, 13.2.2, 14.1.1.5
Modifications, Definition of	Owner's Liability Insurance
1.1.1	11.2
Modifications to the Contract	Owner's Loss of Use Insurance
1.1.1, 1.1.2, 3.7.3, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.4.1	11.4.3
Mutual Responsibility	Owner's Relationship with Subcontractors
6.2	1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Nonconforming Work, Acceptance of	Owner's Right to Carry Out the Work
9.6.6, 9.9.3, 12.3	2.4, 12.2.4, 14.2.2.2
Nonconforming Work, Rejection and Correction of	Owner's Right to Clean Up
2.3, 2.4, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.1.1, 13.7.1.3	6.3
Notice	Owner's Right to Perform Construction and to Award Separate Contracts
2.2.1, 2.3, 2.4, 3.2.3, 3.3.1, 3.7.2, 3.7.4, 3.12.9, 4.3, 4.4.8, 4.6.5, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2, 12.2.4, 13.3, 13.5.1, 13.5.2, 14.1, 14.2	6.1
Notice, Written	Owner's Right to Stop the Work
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 4.3, 4.4.8, 4.6.5, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, 13.3, 14	2.3
	Owner's Right to Suspend the Work
	14.3
	Owner's Right to Terminate the Contract
	14.2
	Ownership and Use of Drawings, Specifications and Other Instruments of Service
	1.1.1, 1.6, 2.2.5, 3.2.1, 3.11.1, 3.17.1, 4.2.12, 5.3
	Partial Occupancy or Use
	9.6.6, 9.9, 11.4.1.5

Patching, Cutting and 3.14, 6.2.5	Property Insurance 10.2.5, 11.4
Patents 3.17	PROTECTION OF PERSONS AND PROPERTY 10
Payment, Applications for 4.2.5, 7.3.8, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.8.5, 9.10.1, 9.10.3, 9.10.5, 11.1.3, 14.2.4, 14.4.3	Regulations and Laws 1.6, 3.2.2, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 4.4.8, 4.6, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14
Payment, Certificates for 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4	Rejection of Work 3.5.1, 4.2.6, 12.2.1
Payment, Failure of 4.3.6, 9.5.1.3, 9.7, 9.10.2, 14.1.1.3, 14.2.1.2, 13.6	Releases and Waivers of Liens 9.10.2
Payment, Final 4.2.1, 4.2.9, 4.3.2, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3	Representations 1.5.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Payment Bond, Performance Bond and 7.3.6.4, 9.6.7, 9.10.3, 11.4.9, 11.5	Representatives 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Payments, Progress 4.3.3, 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3	Resolution of Claims and Disputes 4.4, 4.5, 4.6
PAYMENTS AND COMPLETION 9	Responsibility for Those Performing the Work 3.3.2, 3.18, 4.2.3, 4.3.8, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Payments to Subcontractors 5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8, 14.2.1.2	Retainage 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
PCB 10.3.1	Review of Contract Documents and Field Conditions by Contractor 1.5.2, 3.2, 3.7.3, 3.12.7, 6.1.3
Performance Bond and Payment Bond 7.3.6.4, 9.6.7, 9.10.3, 11.4.9, 11.5	Review of Contractor's Submittals by Owner and Architect 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Permits, Fees and Notices 2.2.2, 3.7, 3.13, 7.3.6.4, 10.2.2	Review of Shop Drawings, Product Data and Samples by Contractor 3.12
PERSONS AND PROPERTY, PROTECTION OF 10	Rights and Remedies 1.1.2, 2.3, 2.4, 3.5.1, 3.15.2, 4.2.6, 4.3.4, 4.5, 4.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14
Polychlorinated Biphenyl 10.3.1	Royalties, Patents and Copyrights 3.17
Product Data, Definition of 3.12.2	Rules and Notices for Arbitration 4.6.2
Product Data and Samples, Shop Drawings 3.11, 3.12, 4.2.7	Safety of Persons and Property 10.2, 10.6
Progress and Completion 4.2.2, 4.3.3, 8.2, 9.8, 9.9.1, 14.1.4	Safety Precautions and Programs 3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.6
Progress Payments 4.3.3, 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3	Samples, Definition of 3.12.3
Project, Definition of the 1.1.4	Samples, Shop Drawings, Product Data and 3.11, 3.12, 4.2.7
Project Management Protective Liability Insurance 11.3	Samples at the Site, Documents and 3.11
Project Manual, Definition of the 1.1.7	Schedule of Values 9.2, 9.3.1
Project Manuals 2.2.5	
Project Representatives 4.2.10	

Schedules, Construction
1.4.1.2, 3.10, 3.12.1, 3.12.2, 4.3.7.2, 6.1.3

Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 4.6.4, 6, 8.3.1, 11.4.7, 12.1.2, 12.2.5

Shop Drawings, Definition of
3.12.1

Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7

Site, Use of
3.13, 6.1.1, 6.2.1

Site Inspections
1.2.2, 3.2.1, 3.3.3, 3.7.1, 4.2, 4.3.4, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's
4.2.2, 4.2.9, 4.3.4, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing
4.2.6, 12.2.1, 13.5

Specifications, Definition of the
1.1.6

Specifications, The
1.1.1, 1.1.6, 1.1.7, 1.2.2, 1.6, 3.11, 3.12.10, 3.17

Statute of Limitations
4.6.3, 12.2.6, 13.7

Stopping the Work
1.3, 4.3.6, 9.7, 10.3, 14.1

Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4

Subcontractor, Definition of
5.1.1

SUBCONTRACTORS
5

Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8, 14.1, 14.2.1, 14.3.2

Submittals
1.6, 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.6, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Subrogation, Waivers of
6.1.1, 11.4.5, 11.4.7

Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 9.10.4.2, 12.2, 13.7

Substantial Completion, Definition of
9.8.1

Substitution of Subcontractors
5.2.3, 5.2.4

Substitution of Architect
4.1.3

Substitutions of Materials
3.4.2, 3.5.1, 7.3.7

Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions
4.3.4

Successors and Assigns
13.2

Superintendent
3.9, 10.2.6

Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 4.3.3, 6.1.3, 6.2.4, 7.1.3, 7.3.6, 8.2, 8.3.1, 9.4.2, 10, 12, 14

Surety
4.4.7, 5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2

Surety, Consent of
9.10.2, 9.10.3

Surveys
2.2.3

Suspension by the Owner for Convenience
14.4

Suspension of the Work
5.4.2, 14.3

Suspension or Termination of the Contract
4.3.6, 5.4.1.1, 11.4.9, 14

Taxes
3.6, 3.8.2.1, 7.3.6.4

Termination by the Contractor
4.3.10, 14.1

Termination by the Owner for Cause
4.3.10, 5.4.1.1, 14.2

Termination of the Architect
4.1.3

Termination of the Contractor
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14

Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, 13.5

TIME
8

Time, Delays and Extensions of
3.2.3, 4.3.1, 4.3.4, 4.3.7, 4.4.5, 5.2.3, 7.2.1, 7.3.1, 7.4.1, 7.5.1, 8.3, 9.5.1, 9.7.1, 10.3.2, 10.6.1, 14.3.2

Time Limits
2.1.2, 2.2, 2.4, 3.2.1, 3.7.3, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 4.3, 4.4, 4.5, 4.6, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14

Time Limits on Claims
4.3.2, 4.3.4, 4.3.8, 4.4, 4.5, 4.6

Title to Work
9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions

4.3.4, 8.3.1, 10.3

Unit Prices

4.3.9, 7.3.3.2

Use of Documents

1.1.1, 1.6, 2.2.5, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.4.2

Waiver of Claims by the Contractor

4.3.10, 9.10.5, 11.4.7, 13.4.2

Waiver of Claims by the Owner

4.3.10, 9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5,
11.4.7, 12.2.2.1, 13.4.2, 14.2.4

Waiver of Consequential Damages

4.3.10, 14.2.4

Waiver of Liens

9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.4.5, 11.4.7

Warranty

3.5, 4.2.9, 4.3.5.3, 9.3.3, 9.8.4, 9.9.1, 9.10.4,
12.2.2, 13.7.1.3

Weather Delays

4.3.7.2

Work, Definition of

1.1.3

Written Consent

1.6, 3.4.2, 3.12.8, 3.14.2, 4.1.2, 4.3.4, 4.6.4,
9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2,
13.4.2

Written Interpretations

4.2.11, 4.2.12, 4.3.6

Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 4.3, 4.4.8,
4.6.5, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3,
11.4.6, 12.2.2, 12.2.4, 13.3, 14

Written Orders

1.1.1, 2.3, 3.9, 4.3.6, 7, 8.2.2, 11.4.9, 12.1, 12.2,
13.5.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.3 THE WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

1.5 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

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

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS 'AND OTHER INSTRUMENTS OF SERVICE

1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the

Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

ARTICLE 2 OWNER

2.1 GENERAL

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Subparagraph 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

2.2.2 Except for permits and fees, including those required under Subparagraph 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4 Information or services required of the Owner by the Contract Documents shall be

furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

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

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

3.1 GENERAL

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

3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide And pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a change Order.

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

3.5 WARRANTY

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

3.6 TAXES

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

3.7 PERMITS, FEES AND NOTICES

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

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

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

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

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause 3.8.2.1 and (2) changes in Contractor's costs under Clause 3.8.2.2.

3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

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

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be

relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

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

3.15 CLEANING UP

3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

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

3.16 ACCESS TO WORK

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

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

3.18.2 In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

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

4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Paragraph 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.

4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

4.2.6 The Architect will have authority to reject Work that does not conform to the Contract

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

4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3-12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

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

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, ex-tension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6.

4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor is not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

4.3.7 CLAIMS FOR ADDITIONAL TIME

4.3.7.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

4.3.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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

4.3.10 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Subparagraph 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

4.4.2 The Architect will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant

or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise or (5) advise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

4.4.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

4.4.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration.

4.4.6 When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

4.4.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

4.4.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Architect, by mediation or by arbitration.

4.5 MEDIATION

4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 1.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American

Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

4.5.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

4.6 ARBITRATION

4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.1 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 4.5.

4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

4.6.3 A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

4.6.4 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, 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 Owner, Contractor, a separate contractor as described in Article 6 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 Owner, Contractor or a separate contractor as described in Article 6 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 Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

4.6.5 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

having jurisdiction thereof.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

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

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

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

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

5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents

with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in paragraph 4.3.

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

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

6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

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

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

6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

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

6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

7.1 GENERAL

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

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and

Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

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

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

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

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Subparagraph 7.3.6.

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

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

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a

reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 additional costs of supervision and field office personnel directly attributable to the change.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.9 When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

8.1 DEFINITIONS

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

8.1.2 The date of commencement of the Work is the date established in the Agreement.

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

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

8.2 PROGRESS AND COMPLETION

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

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

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

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

8.3.3 This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and

supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

9.3.1.1 As provided in Subparagraph 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.4 CERTIFICATES FOR PAYMENT

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

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph 3.3.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

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

9.6 PROGRESS PAYMENTS

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

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such

Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

9.6.4 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of work not in accordance with the Contract Documents.

9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

9.7 FAILURE OF PAYMENT

9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine

whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Clause 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract

Documents and the Contract fully performed: the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

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

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

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

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

10.3 HAZARDOUS MATERIALS

10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Subparagraph 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

10.4 The Owner shall not be responsible under Paragraph 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

10.5 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

10.6 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by

anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 claims for bodily injury or property damage arising out of completed operations; and
- .8 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Clauses 11.1.1.2 through 11.1.1.5.

11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

11.3.3 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability Insurance coverage under Paragraph 11.1.

11.4 PROPERTY INSURANCE

11.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

11.4.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and contractor's services and expenses required as a result of such insured loss.

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

11.4.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

11.4.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

11.4.1.5 Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

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

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

11.4.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.4.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.1.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

11.4.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Paragraph 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

11.4.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Paragraph 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds

received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement **as** the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.6. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Paragraphs 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.5 PERFORMANCE BOND AND PAYMENT BOND

11.5.1 The Owner shall base the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligations under Paragraph 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Paragraph 2.4.

12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

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

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

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

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and

correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

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

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Subparagraph 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.3 WRITTEN NOTICE

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

13.4 RIGHTS AND REMEDIES

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

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

13.5 TESTS AND INSPECTIONS

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

inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

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

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

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

- .1** Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2** Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3** After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Paragraph

3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- .2 an act of government, such as a declaration of national emergency which requires all work to be stopped;
- .3 because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Subparagraph 2.2.1.

14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

14.1.3 If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

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

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or order; of a public

- authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
 - .3 finish the Work by whatever reasonable method the Owner may deem expedient.
- Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or Interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

Supplementary General Conditions

A. General:

1. A.I.A. Document A201, Fourteenth Edition, 1997 "General Conditions of the Contract for Construction", constitutes the General Conditions of the Contract and is hereby included in these documents by reference. Copies are available to bidders upon request.
2. Articles of A.I.A. General Conditions, listed under this Section "Supplementary General Conditions", are amended by adding, substituting or omitting material as indicated herein.
3. All provisions of such Articles, not so specifically amended herein, shall remain in full force and effect.

B. Article 1 - Contract Documents:

1. Delete the last sentence in Subparagraph 1.1.1.

C. Article 2 - Owner:

1. Delete subparagraph 2.2.5 in its entirety and substitute the following: 2.2.5 The Contractor will be furnished free of charge five (5) copies of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

D. Article 4 - Contractor:

1. Add the following subparagraphs 3.12.5.1 and 3.12.5.2 to paragraph 3.12.5

3.12.5.1 Not later than thirty (30) days from the Contract date, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the General Requirements of the Specifications (Division I) and where applicable, the name of the installing Subcontractor.

3.12.5.2 The Architect will promptly reply in writing to the Contractor stating whether the Owner of the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure of the Owner or the Engineer to reply promptly shall constitute notice of no reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

2. Add the following clauses 3.4.2.1 and 3.4.2.2 to paragraph 3.4.2

3.4.1 After the Contract has been executed, the Owner and the Engineer will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications (Division I).

3.4.2.2 By making requests for the substitutions based on clause 4.4.3 above, the Contractor:

- a. Represents that he will provide the same warranty for the substitution that he would for the specified.
- b. Represents that he has personally investigated the proposed substitute and determined that it is equal to or superior in all respects to that specified.
- c. Certifies that the cost data presented is complete and includes all related costs under this Contract, but excludes costs under separate contracts, and excludes Architect's re-design costs, and waives all claims for additional costs related to the substitution which subsequently became apparent; and
- d. Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

E. Article 6 – Repairs

1. Add to 6.2.4 the following: Repair any and all damages to lawns, driveways, curbs, sidewalks, and buildings to the Owner's satisfaction.

F. Article 9 - Payments and Completion

1. Add the following clause to 9.3.1

9.3.1.1 Until Substantial Completion, the Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. The retainage of five percent (5%) will be paid within thirty (30) days after the acceptance of the work by the Owner.

G. Article 11 - Insurance

1. 11.1.1 The insurance required by subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:
 - a. Workers Compensation
 1. State
 2. Employer's liability

- b. Comprehensive General Liability (Including Premises Operations; Independent Contractor's Protective);
 - 1. Bodily Injury
 - \$1,000,000 Each Occurrence
 - \$5,000,000 Annual Aggregate
 - 2. Property Damage
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
 - 3. Products and completed operations to be maintained for one (1) year after final payment.
 - 4. Product Damage Liability Insurance will provide collapse coverage as applicable.
- c. Contractual Liability
 - 1. Bodily Injury
 - \$1,000,000 Each occurrence
 - 2. Property Damage
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
- d. Personal Injury with Employment Exclusion Deleted
 - 1. \$1,000,000 Annual Aggregate
- e. Comprehensive Automobile Liability
 - 1. Bodily Injury
 - \$ 500,000 Each Person
 - \$1,000,000 Each occurrence
 - 2. Property Damage
 - \$1,000,000 Each Occurrence

2. Add the following Clause 11.1.4.1 to 11.1.4:

11.1.4.1: The Contractor shall furnish one copy of each Certificate of Insurance herein required for copy of the agreement which shall specifically set forth evidence of all coverage required by Subparagraph 11.1.1, 11.1.2, and 11.1.3. The form of Certificate shall be that of his insurance carriers. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage limits.

3. Revise General Conditions paragraph 11.4.1 to read, "Unless otherwise provided, the Contractor shall purchase and maintain"

End of Section



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR
DIVISION OF OCCUPATIONAL SAFETY
PREVAILING WAGE PROGRAM
www.mass.gov/dos/pw

The Massachusetts Prevailing Wage Law
M.G.L. c. 149, §§26-27

NOTICE TO AWARDING AUTHORITIES

- The enclosed wage schedule applies only to the specific project listed at the top of the schedule, and these rates will remain in effect for the duration of the project.
- You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

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

**WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE**

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

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those records for three years.

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

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



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

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

Prevailing Wage Rates

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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Wilbraham
Contract Number: 25-03-01 **City/Town:** WILBRAHAM
Description of Work: Remove existing shingles down to the deck. Install new asphalt shingles, underlayment, ventilation, and gutters.
Job Location: 310 Main Street, Wilbraham, MA 01095

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$39.95	\$15.57	\$20.17	\$0.00	\$75.69
	06/01/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$76.69
	12/01/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$78.30
	01/01/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$78.90
	06/01/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$79.90
	12/01/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$81.64
	01/01/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.02	\$15.57	\$20.17	\$0.00	\$75.76
	06/01/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$76.76
	12/01/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$78.37
	01/01/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$78.97
	06/01/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$79.97
	12/01/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$81.71
	01/01/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.14	\$15.57	\$20.17	\$0.00	\$75.88
	06/01/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$76.88
	12/01/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$78.49
	01/01/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$79.09
	06/01/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$80.09
	12/01/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$81.83
	01/01/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$36.50	\$9.65	\$17.07	\$0.00	\$63.22
	06/02/2025	\$37.75	\$9.65	\$17.07	\$0.00	\$64.47
	12/01/2025	\$39.00	\$9.65	\$17.07	\$0.00	\$65.72
	06/01/2026	\$40.30	\$9.65	\$17.07	\$0.00	\$67.02
	12/07/2026	\$41.60	\$9.65	\$17.07	\$0.00	\$68.32
	06/07/2027	\$43.00	\$9.65	\$17.07	\$0.00	\$69.72
	12/06/2027	\$44.40	\$9.65	\$17.07	\$0.00	\$71.12
	06/05/2028	\$45.90	\$9.65	\$17.07	\$0.00	\$72.62
	12/04/2028	\$47.40	\$9.65	\$17.07	\$0.00	\$74.12
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2024	\$36.50	\$9.65	\$15.06	\$0.00	\$61.21
	06/01/2025	\$37.75	\$9.65	\$15.06	\$0.00	\$62.46
	12/01/2025	\$38.99	\$9.65	\$15.06	\$0.00	\$63.70
	06/01/2026	\$40.29	\$9.65	\$15.06	\$0.00	\$65.00
	12/01/2026	\$41.58	\$9.65	\$15.06	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	12/01/2024	\$38.52	\$14.50	\$10.55	\$0.00	\$63.57
	06/01/2025	\$39.42	\$14.50	\$10.55	\$0.00	\$64.47
	12/01/2025	\$40.32	\$14.50	\$10.55	\$0.00	\$65.37

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT RAKER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$36.00	\$9.65	\$17.07	\$0.00	\$62.72
	06/02/2025	\$37.25	\$9.65	\$17.07	\$0.00	\$63.97
	12/01/2025	\$38.50	\$9.65	\$17.07	\$0.00	\$65.22
	06/01/2026	\$39.80	\$9.65	\$17.07	\$0.00	\$66.52
	12/07/2026	\$41.10	\$9.65	\$17.07	\$0.00	\$67.82
	06/07/2027	\$42.50	\$9.65	\$17.07	\$0.00	\$69.22
	12/06/2027	\$43.90	\$9.65	\$17.07	\$0.00	\$70.62
	06/05/2028	\$45.40	\$9.65	\$17.07	\$0.00	\$72.12
	12/04/2028	\$46.90	\$9.65	\$17.07	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2024	\$36.00	\$9.65	\$15.06	\$0.00	\$60.71
	06/01/2025	\$37.25	\$9.65	\$15.06	\$0.00	\$61.96
	12/01/2025	\$38.49	\$9.65	\$15.06	\$0.00	\$63.20
	06/01/2026	\$39.79	\$9.65	\$15.06	\$0.00	\$64.50
	12/01/2026	\$41.08	\$9.65	\$15.06	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$36.00	\$9.65	\$17.07	\$0.00	\$62.72
	06/02/2025	\$37.25	\$9.65	\$17.07	\$0.00	\$63.97
	12/01/2025	\$38.50	\$9.65	\$17.07	\$0.00	\$65.22
	06/01/2026	\$39.80	\$9.65	\$17.07	\$0.00	\$66.52
	12/07/2026	\$41.10	\$9.65	\$17.07	\$0.00	\$67.82
	06/07/2027	\$42.50	\$9.65	\$17.07	\$0.00	\$69.22
	12/06/2027	\$43.90	\$9.65	\$17.07	\$0.00	\$70.62
	06/05/2028	\$45.40	\$9.65	\$17.07	\$0.00	\$72.12
	12/04/2028	\$46.90	\$9.65	\$17.07	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$36.50	\$9.65	\$17.07	\$0.00	\$63.22
	06/02/2025	\$37.75	\$9.65	\$17.07	\$0.00	\$64.47
	12/01/2025	\$39.00	\$9.65	\$17.07	\$0.00	\$65.72
	06/01/2026	\$40.30	\$9.65	\$17.07	\$0.00	\$67.02
	12/07/2026	\$41.60	\$9.65	\$17.07	\$0.00	\$68.32
	06/07/2027	\$43.00	\$9.65	\$17.07	\$0.00	\$69.72
	12/06/2027	\$44.40	\$9.65	\$17.07	\$0.00	\$71.12
	06/05/2028	\$45.90	\$9.65	\$17.07	\$0.00	\$72.62
12/04/2028	\$47.40	\$9.65	\$17.07	\$0.00	\$74.12	
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	12/01/2024	\$36.50	\$9.65	\$15.06	\$0.00	\$61.21
<i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2025	\$37.75	\$9.65	\$15.06	\$0.00	\$62.46
	12/01/2025	\$38.99	\$9.65	\$15.06	\$0.00	\$63.70
	06/01/2026	\$40.29	\$9.65	\$15.06	\$0.00	\$65.00
	12/01/2026	\$41.58	\$9.65	\$15.06	\$0.00	\$66.29

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

BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79
--	------------	---------	--------	---------	--------	---------

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
2	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
3	70	\$33.68	\$7.07	\$14.23	\$0.00	\$54.98
4	75	\$36.09	\$7.07	\$15.24	\$0.00	\$58.40
5	80	\$38.50	\$7.07	\$16.25	\$0.00	\$61.82
6	85	\$40.90	\$7.07	\$17.28	\$0.00	\$65.25
7	90	\$43.31	\$7.07	\$18.28	\$0.00	\$68.66
8	95	\$45.71	\$7.07	\$19.32	\$0.00	\$72.10

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2025	\$54.21	\$11.49	\$21.46	\$0.00	\$87.16
<i>BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)</i>	08/01/2025	\$56.36	\$11.49	\$21.46	\$0.00	\$89.31
	02/01/2026	\$57.71	\$11.49	\$21.46	\$0.00	\$90.66
	08/01/2026	\$59.91	\$11.49	\$21.46	\$0.00	\$92.86
	02/01/2027	\$61.31	\$11.49	\$21.46	\$0.00	\$94.26

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Springfield/Pittsfield

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.11	\$11.49	\$21.46	\$0.00	\$60.06
2	60	\$32.53	\$11.49	\$21.46	\$0.00	\$65.48
3	70	\$37.95	\$11.49	\$21.46	\$0.00	\$70.90
4	80	\$43.37	\$11.49	\$21.46	\$0.00	\$76.32
5	90	\$48.79	\$11.49	\$21.46	\$0.00	\$81.74

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.18	\$11.49	\$21.46	\$0.00	\$61.13
2	60	\$33.82	\$11.49	\$21.46	\$0.00	\$66.77
3	70	\$39.45	\$11.49	\$21.46	\$0.00	\$72.40
4	80	\$45.09	\$11.49	\$21.46	\$0.00	\$78.04
5	90	\$50.72	\$11.49	\$21.46	\$0.00	\$83.67

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
---	------------	---------	---------	---------	--------	---------

ENGINEERS LOCAL 98

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2024	\$48.10	\$9.65	\$18.22	\$0.00	\$75.97
	06/01/2025	\$49.60	\$9.65	\$18.22	\$0.00	\$77.47
	12/01/2025	\$51.10	\$9.65	\$18.22	\$0.00	\$78.97
	06/01/2026	\$52.65	\$9.65	\$18.22	\$0.00	\$80.52
	12/01/2026	\$54.15	\$9.65	\$18.22	\$0.00	\$82.02

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$36.00	\$9.65	\$17.07	\$0.00	\$62.72
	06/02/2025	\$37.25	\$9.65	\$17.07	\$0.00	\$63.97
	12/01/2025	\$38.50	\$9.65	\$17.07	\$0.00	\$65.22
	06/01/2026	\$39.80	\$9.65	\$17.07	\$0.00	\$66.52
	12/07/2026	\$41.10	\$9.65	\$17.07	\$0.00	\$67.82
	06/07/2027	\$42.50	\$9.65	\$17.07	\$0.00	\$69.22
	12/06/2027	\$43.90	\$9.65	\$17.07	\$0.00	\$70.62
	06/05/2028	\$45.40	\$9.65	\$17.07	\$0.00	\$72.12
	12/04/2028	\$46.90	\$9.65	\$17.07	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

CARPENTER <i>CARPENTERS LOCAL 336 - HAMPDEN HAMPSHIRE FRANKLIN</i>	03/01/2025	\$43.26	\$7.91	\$18.15	\$0.00	\$69.32
	09/01/2025	\$44.21	\$7.91	\$18.15	\$0.00	\$70.27
	03/01/2026	\$45.11	\$7.91	\$18.15	\$0.00	\$71.17
	09/01/2026	\$46.06	\$7.91	\$18.15	\$0.00	\$72.12
	03/01/2027	\$46.96	\$7.91	\$18.15	\$0.00	\$73.02

Apprentice - CARPENTER - Local 336 Hampden Hampshire Franklin

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.47	\$7.91	\$1.40	\$0.00	\$28.78
2	45	\$19.47	\$7.91	\$1.40	\$0.00	\$28.78
3	55	\$23.79	\$7.91	\$2.76	\$0.00	\$34.46
4	55	\$23.79	\$7.91	\$2.76	\$0.00	\$34.46
5	70	\$30.28	\$7.91	\$15.39	\$0.00	\$53.58
6	70	\$30.28	\$7.91	\$15.39	\$0.00	\$53.58
7	80	\$34.61	\$7.91	\$16.77	\$0.00	\$59.29
8	80	\$34.61	\$7.91	\$16.77	\$0.00	\$59.29

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.89	\$7.91	\$1.38	\$0.00	\$29.18
2	45	\$19.89	\$7.91	\$1.38	\$0.00	\$29.18
3	55	\$24.32	\$7.91	\$2.76	\$0.00	\$34.99
4	55	\$24.32	\$7.91	\$2.76	\$0.00	\$34.99
5	70	\$30.95	\$7.91	\$15.39	\$0.00	\$54.25
6	70	\$30.95	\$7.91	\$15.39	\$0.00	\$54.25
7	80	\$35.37	\$7.91	\$16.77	\$0.00	\$60.05
8	80	\$35.37	\$7.91	\$16.77	\$0.00	\$60.05

Notes:

Apprentice to Journeyworker Ratio:1:5

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

Classification

All Aspects of New Wood Frame Work

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 10/01/2024

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

Effective Date - 10/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.65	\$7.02	\$0.00	\$0.00	\$23.67
2	60	\$16.65	\$7.02	\$0.00	\$0.00	\$23.67
3	65	\$18.04	\$7.02	\$1.00	\$0.00	\$26.06
4	70	\$19.43	\$7.02	\$1.00	\$0.00	\$27.45
5	75	\$20.81	\$7.02	\$4.80	\$0.00	\$32.63
6	80	\$22.20	\$7.02	\$4.80	\$0.00	\$34.02
7	85	\$23.59	\$7.02	\$4.80	\$0.00	\$35.41
8	90	\$24.98	\$7.02	\$4.80	\$0.00	\$36.80

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	07/01/2024	\$44.56	\$13.20	\$19.23	\$1.69	\$78.68
---	------------	---------	---------	---------	--------	---------

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Springfield/Pittsfield

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.28	\$13.20	\$16.30	\$0.00	\$51.78
2	60	\$26.74	\$13.20	\$19.23	\$1.69	\$60.86
3	65	\$28.96	\$13.20	\$19.23	\$1.69	\$63.08
4	70	\$31.19	\$13.20	\$19.23	\$1.69	\$65.31
5	75	\$33.42	\$13.20	\$19.23	\$1.69	\$67.54
6	80	\$35.65	\$13.20	\$19.23	\$1.69	\$69.77
7	90	\$40.10	\$13.20	\$19.23	\$1.69	\$74.22

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$36.00	\$9.65	\$17.07	\$0.00	\$62.72
	06/02/2025	\$37.25	\$9.65	\$17.07	\$0.00	\$63.97
	12/01/2025	\$38.50	\$9.65	\$17.07	\$0.00	\$65.22
	06/01/2026	\$39.80	\$9.65	\$17.07	\$0.00	\$66.52
	12/07/2026	\$41.10	\$9.65	\$17.07	\$0.00	\$67.82
	06/07/2027	\$42.50	\$9.65	\$17.07	\$0.00	\$69.22
	12/06/2027	\$43.90	\$9.65	\$17.07	\$0.00	\$70.62
	06/05/2028	\$45.40	\$9.65	\$17.07	\$0.00	\$72.12
	12/04/2028	\$46.90	\$9.65	\$17.07	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
---	------------	---------	---------	---------	--------	---------

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CRANE OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$43.06	\$13.78	\$15.15	\$0.00	\$71.99
--	------------	---------	---------	---------	--------	---------

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 3</i>	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36
---	------------	---------	--------	---------	--------	---------

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 3 (BUILDING & SITE)	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 3 (BUILDING & SITE)	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$78.11	\$10.08	\$24.29	\$0.00	\$112.48
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 <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$49.19	\$10.08	\$24.29	\$0.00	\$83.56
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) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$83.69	\$10.08	\$24.29	\$0.00	\$118.06
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELECTRICIAN (Including Core Drilling) <i>ELECTRICIANS LOCAL 7</i>	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

Apprentice - *ELECTRICIAN - Local 7*

Effective Date - 12/29/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.42	\$7.35	\$0.61	\$0.00	\$28.38
2	45	\$22.98	\$7.35	\$0.69	\$0.00	\$31.02
3	50	\$25.53	\$13.25	\$7.47	\$0.00	\$46.25
4	55	\$28.08	\$13.25	\$7.54	\$0.00	\$48.87
5	65	\$33.19	\$13.25	\$9.74	\$0.00	\$56.18
6	70	\$35.74	\$13.25	\$11.19	\$0.00	\$60.18

Effective Date - 06/29/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.86	\$7.50	\$0.63	\$0.00	\$28.99
2	45	\$23.47	\$7.50	\$0.70	\$0.00	\$31.67
3	50	\$26.08	\$13.50	\$7.53	\$0.00	\$47.11
4	55	\$28.69	\$13.50	\$7.61	\$0.00	\$49.80
5	65	\$33.90	\$13.50	\$9.84	\$0.00	\$57.24
6	70	\$36.51	\$13.50	\$11.30	\$0.00	\$61.31

Notes:

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

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

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2025	\$62.83	\$16.28	\$21.36	\$0.00	\$100.47
	01/01/2026	\$63.68	\$16.38	\$21.76	\$0.00	\$101.82
	01/01/2027	\$64.53	\$16.48	\$22.16	\$0.00	\$103.17

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.42	\$16.28	\$0.00	\$0.00	\$47.70
2	55	\$34.56	\$16.28	\$21.36	\$0.00	\$72.20
3	65	\$40.84	\$16.28	\$21.36	\$0.00	\$78.48
4	70	\$43.98	\$16.28	\$21.36	\$0.00	\$81.62
5	80	\$50.26	\$16.28	\$21.36	\$0.00	\$87.90

Effective Date - 01/01/2026

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.84	\$16.38	\$0.00	\$0.00	\$48.22
2	55	\$35.02	\$16.38	\$21.76	\$0.00	\$73.16
3	65	\$41.39	\$16.38	\$21.76	\$0.00	\$79.53
4	70	\$44.58	\$16.38	\$21.76	\$0.00	\$82.72
5	80	\$50.94	\$16.38	\$21.76	\$0.00	\$89.08

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2025	\$43.98	\$16.28	\$21.36	\$0.00	\$81.62
	01/01/2026	\$44.58	\$16.38	\$21.76	\$0.00	\$82.72
	01/01/2027	\$45.17	\$16.48	\$22.16	\$0.00	\$83.81
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2024	\$36.00	\$9.65	\$15.06	\$0.00	\$60.71
	06/01/2025	\$37.25	\$9.65	\$15.06	\$0.00	\$61.96
	12/01/2025	\$38.49	\$9.65	\$15.06	\$0.00	\$63.20
	06/01/2026	\$39.79	\$9.65	\$15.06	\$0.00	\$64.50
	12/01/2026	\$41.08	\$9.65	\$15.06	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 7</i>	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37
For apprentice rates see "Apprentice- ELECTRICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i>	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
<i>LOCAL 7</i>	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

FIREMAN <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
--	------------	---------	---------	---------	--------	---------

Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.42	\$13.78	\$15.15	\$0.00	\$52.35
2	70	\$27.32	\$13.78	\$15.15	\$0.00	\$56.25
3	80	\$31.22	\$13.78	\$15.15	\$0.00	\$60.15
4	90	\$35.13	\$13.78	\$15.15	\$0.00	\$64.06

Notes:

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

Apprentice to Journeyworker Ratio:1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2024	\$27.01	\$9.65	\$15.06	\$0.00	\$51.72
	06/01/2025	\$28.09	\$9.65	\$15.06	\$0.00	\$52.80
	12/01/2025	\$28.09	\$9.65	\$15.06	\$0.00	\$52.80
	06/01/2026	\$29.21	\$9.65	\$15.06	\$0.00	\$53.92
	12/01/2026	\$29.21	\$9.65	\$15.06	\$0.00	\$53.92

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

FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE III</i>	03/01/2025	\$43.26	\$7.91	\$18.15	\$0.00	\$69.32
	09/01/2025	\$44.21	\$7.91	\$18.15	\$0.00	\$70.27
	03/01/2026	\$45.11	\$7.91	\$18.15	\$0.00	\$71.17
	09/01/2026	\$46.06	\$7.91	\$18.15	\$0.00	\$72.12
	03/01/2027	\$46.96	\$7.91	\$18.15	\$0.00	\$73.02

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone III

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.47	\$7.91	\$1.38	\$0.00	\$28.76
2	45	\$19.47	\$7.91	\$1.38	\$0.00	\$28.76
3	55	\$23.79	\$7.91	\$2.76	\$0.00	\$34.46
4	55	\$23.79	\$7.91	\$2.76	\$0.00	\$34.46
5	70	\$30.28	\$7.91	\$15.39	\$0.00	\$53.58
6	70	\$30.28	\$7.91	\$15.39	\$0.00	\$53.58
7	80	\$34.61	\$7.91	\$16.77	\$0.00	\$59.29
8	80	\$34.61	\$7.91	\$16.77	\$0.00	\$59.29

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.89	\$7.91	\$1.38	\$0.00	\$29.18
2	45	\$19.89	\$7.91	\$1.38	\$0.00	\$29.18
3	55	\$24.32	\$7.91	\$2.76	\$0.00	\$34.99
4	55	\$24.32	\$7.91	\$2.76	\$0.00	\$34.99
5	70	\$30.95	\$7.91	\$15.39	\$0.00	\$54.25
6	70	\$30.95	\$7.91	\$15.39	\$0.00	\$54.25
7	80	\$35.37	\$7.91	\$16.77	\$0.00	\$60.05
8	80	\$35.37	\$7.91	\$16.77	\$0.00	\$60.05

Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT 12/01/2023 \$39.25 \$13.78 \$15.15 \$0.00 \$68.18
OPERATING ENGINEERS LOCAL 98

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATORS/LIGHTING PLANTS 12/01/2023 \$35.80 \$13.78 \$15.15 \$0.00 \$64.73
OPERATING ENGINEERS LOCAL 98

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) 06/01/2020 \$39.18 \$10.80 \$10.45 \$0.00 \$60.43
GLAZIERS LOCAL 1333

Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98

Notes:

Apprentice to Journeyworker Ratio:1:3

GRADER/TRENCHING MACHINE/DERRICK <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
---	------------	---------	---------	---------	--------	---------

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30
---	------------	---------	---------	---------	--------	---------

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 7</i>	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30
--	------------	---------	---------	---------	--------	---------

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
--	------------	---------	--------	---------	--------	---------

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

HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
--	------------	---------	--------	---------	--------	---------

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

HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2024	\$36.50	\$9.65	\$15.06	\$0.00	\$61.21
	06/01/2025	\$37.75	\$9.65	\$15.06	\$0.00	\$62.46
	12/01/2025	\$38.99	\$9.65	\$15.06	\$0.00	\$63.70
	06/01/2026	\$40.29	\$9.65	\$15.06	\$0.00	\$65.00
	12/01/2026	\$41.58	\$9.65	\$15.06	\$0.00	\$66.29

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

INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	09/01/2024	\$45.54	\$14.75	\$19.61	\$0.00	\$79.90
	09/01/2025	\$48.27	\$14.75	\$19.61	\$0.00	\$82.63
	09/01/2026	\$51.01	\$14.75	\$19.61	\$0.00	\$85.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.77	\$14.75	\$14.32	\$0.00	\$51.84
2	60	\$27.32	\$14.75	\$15.37	\$0.00	\$57.44
3	70	\$31.88	\$14.75	\$16.43	\$0.00	\$63.06
4	80	\$36.43	\$14.75	\$17.49	\$0.00	\$68.67

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.14	\$14.75	\$14.32	\$0.00	\$53.21
2	60	\$28.96	\$14.75	\$15.37	\$0.00	\$59.08
3	70	\$33.79	\$14.75	\$16.43	\$0.00	\$64.97
4	80	\$38.62	\$14.75	\$17.49	\$0.00	\$70.86

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)</i>	03/16/2024	\$40.66	\$8.25	\$22.70	\$0.00	\$71.61
---	------------	---------	--------	---------	--------	---------

Apprentice - IRONWORKER - Local 7 Springfield

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.40	\$8.25	\$22.70	\$0.00	\$55.35
2	70	\$28.46	\$8.25	\$22.70	\$0.00	\$59.41
3	75	\$30.50	\$8.25	\$22.70	\$0.00	\$61.45
4	80	\$32.53	\$8.25	\$22.70	\$0.00	\$63.48
5	85	\$34.56	\$8.25	\$22.70	\$0.00	\$65.51
6	90	\$36.59	\$8.25	\$22.70	\$0.00	\$67.54

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$36.00	\$9.65	\$17.07	\$0.00	\$62.72
	06/02/2025	\$37.25	\$9.65	\$17.07	\$0.00	\$63.97
	12/01/2025	\$38.50	\$9.65	\$17.07	\$0.00	\$65.22
	06/01/2026	\$39.80	\$9.65	\$17.07	\$0.00	\$66.52
	12/07/2026	\$41.10	\$9.65	\$17.07	\$0.00	\$67.82
	06/07/2027	\$42.50	\$9.65	\$17.07	\$0.00	\$69.22
	12/06/2027	\$43.90	\$9.65	\$17.07	\$0.00	\$70.62
	06/05/2028	\$45.40	\$9.65	\$17.07	\$0.00	\$72.12
	12/04/2028	\$46.90	\$9.65	\$17.07	\$0.00	\$73.62

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LABORER	12/02/2024	\$35.75	\$9.65	\$17.07	\$0.00	\$62.47
LABORERS - ZONE 3 (BUILDING & SITE)	06/02/2025	\$37.00	\$9.65	\$17.07	\$0.00	\$63.72
	12/01/2025	\$38.25	\$9.65	\$17.07	\$0.00	\$64.97
	06/01/2026	\$39.55	\$9.65	\$17.07	\$0.00	\$66.27
	12/07/2026	\$40.85	\$9.65	\$17.07	\$0.00	\$67.57
	06/07/2027	\$42.25	\$9.65	\$17.07	\$0.00	\$68.97
	12/06/2027	\$43.65	\$9.65	\$17.07	\$0.00	\$70.37
	06/05/2028	\$45.15	\$9.65	\$17.07	\$0.00	\$71.87
	12/04/2028	\$46.65	\$9.65	\$17.07	\$0.00	\$73.37

Apprentice - LABORER - Zone 3 Building & Site

Effective Date - 12/02/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.45	\$9.65	\$17.07	\$0.00	\$48.17
2	70	\$25.03	\$9.65	\$17.07	\$0.00	\$51.75
3	80	\$28.60	\$9.65	\$17.07	\$0.00	\$55.32
4	90	\$32.18	\$9.65	\$17.07	\$0.00	\$58.90

Effective Date - 06/02/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.20	\$9.65	\$17.07	\$0.00	\$48.92
2	70	\$25.90	\$9.65	\$17.07	\$0.00	\$52.62
3	80	\$29.60	\$9.65	\$17.07	\$0.00	\$56.32
4	90	\$33.30	\$9.65	\$17.07	\$0.00	\$60.02

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2024	\$35.75	\$9.65	\$15.06	\$0.00	\$60.46
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2025	\$37.00	\$9.65	\$15.06	\$0.00	\$61.71
	12/01/2025	\$38.24	\$9.65	\$15.06	\$0.00	\$62.95
	06/01/2026	\$39.54	\$9.65	\$15.06	\$0.00	\$64.25
	12/01/2026	\$40.83	\$9.65	\$15.06	\$0.00	\$65.54

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER (Heavy & Highway) - Zone 3

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.45	\$9.65	\$15.06	\$0.00	\$46.16
2	70	\$25.03	\$9.65	\$15.06	\$0.00	\$49.74
3	80	\$28.60	\$9.65	\$15.06	\$0.00	\$53.31
4	90	\$32.18	\$9.65	\$15.06	\$0.00	\$56.89

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.20	\$9.65	\$15.06	\$0.00	\$46.91
2	70	\$25.90	\$9.65	\$15.06	\$0.00	\$50.61
3	80	\$29.60	\$9.65	\$15.06	\$0.00	\$54.31
4	90	\$33.30	\$9.65	\$15.06	\$0.00	\$58.01

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 3 (BUILDING & SITE)	12/02/2024	\$35.75	\$9.65	\$17.07	\$0.00	\$62.47
	06/02/2025	\$37.00	\$9.65	\$17.07	\$0.00	\$63.72
	12/01/2025	\$38.25	\$9.65	\$17.07	\$0.00	\$64.97
	06/01/2026	\$39.55	\$9.65	\$17.07	\$0.00	\$66.27
	12/07/2026	\$40.85	\$9.65	\$17.07	\$0.00	\$67.57
	06/07/2027	\$42.25	\$9.65	\$17.07	\$0.00	\$68.97
	12/06/2027	\$43.65	\$9.65	\$17.07	\$0.00	\$70.37
	06/05/2028	\$45.15	\$9.65	\$17.07	\$0.00	\$71.87
	12/04/2028	\$46.65	\$9.65	\$17.07	\$0.00	\$73.37

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 3 (BUILDING & SITE)	12/02/2024	\$35.75	\$9.65	\$17.07	\$0.00	\$62.47
	06/02/2025	\$37.00	\$9.65	\$17.07	\$0.00	\$63.72
	12/01/2025	\$38.25	\$9.65	\$17.07	\$0.00	\$64.97
	06/01/2026	\$39.55	\$9.65	\$17.07	\$0.00	\$66.27
	12/07/2026	\$40.85	\$9.65	\$17.07	\$0.00	\$67.57
	06/07/2027	\$42.25	\$9.65	\$17.07	\$0.00	\$68.97
	12/06/2027	\$43.65	\$9.65	\$17.07	\$0.00	\$70.37
	06/05/2028	\$45.15	\$9.65	\$17.07	\$0.00	\$71.87
	12/04/2028	\$46.65	\$9.65	\$17.07	\$0.00	\$73.37

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$35.67	\$9.65	\$17.20	\$0.00	\$62.52
	06/02/2025	\$36.92	\$9.65	\$17.20	\$0.00	\$63.77
	12/01/2025	\$38.17	\$9.65	\$17.20	\$0.00	\$65.02
	06/01/2026	\$39.47	\$9.65	\$17.20	\$0.00	\$66.32
	12/07/2026	\$40.77	\$9.65	\$17.20	\$0.00	\$67.62
	06/07/2027	\$42.17	\$9.65	\$17.20	\$0.00	\$69.02
	12/06/2027	\$43.57	\$9.65	\$17.20	\$0.00	\$70.42
	06/05/2028	\$45.07	\$9.65	\$17.20	\$0.00	\$71.92
	12/04/2028	\$46.57	\$9.65	\$17.20	\$0.00	\$73.42
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$38.75	\$9.65	\$17.07	\$0.00	\$65.47
	06/02/2025	\$40.00	\$9.65	\$17.07	\$0.00	\$66.72
	12/01/2025	\$41.25	\$9.65	\$17.07	\$0.00	\$67.97
	06/01/2026	\$42.55	\$9.65	\$17.07	\$0.00	\$69.27
	12/07/2026	\$43.85	\$9.65	\$17.07	\$0.00	\$70.57
	06/07/2027	\$45.25	\$9.65	\$17.07	\$0.00	\$71.97
	12/06/2027	\$46.65	\$9.65	\$17.07	\$0.00	\$73.37
	06/05/2028	\$48.15	\$9.65	\$17.07	\$0.00	\$74.87
	12/04/2028	\$49.65	\$9.65	\$17.07	\$0.00	\$76.37
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2024	\$36.00	\$9.65	\$15.06	\$0.00	\$60.71
	06/01/2025	\$37.25	\$9.65	\$15.06	\$0.00	\$61.96
	12/01/2025	\$38.49	\$9.65	\$15.06	\$0.00	\$63.20
	06/01/2026	\$39.79	\$9.65	\$15.06	\$0.00	\$64.50
	12/01/2026	\$41.08	\$9.65	\$15.06	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$35.75	\$9.65	\$17.07	\$0.00	\$62.47
	06/02/2025	\$37.00	\$9.65	\$17.07	\$0.00	\$63.72
	12/01/2025	\$38.25	\$9.65	\$17.07	\$0.00	\$64.97
	06/01/2026	\$39.55	\$9.65	\$17.07	\$0.00	\$66.27
	12/07/2026	\$40.85	\$9.65	\$17.07	\$0.00	\$67.57
	06/07/2027	\$42.25	\$9.65	\$17.07	\$0.00	\$68.97
	12/06/2027	\$43.65	\$9.65	\$17.07	\$0.00	\$70.37
	06/05/2028	\$45.15	\$9.65	\$17.07	\$0.00	\$71.87
	12/04/2028	\$46.65	\$9.65	\$17.07	\$0.00	\$73.37
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$35.75	\$9.65	\$17.07	\$0.00	\$62.47
	06/02/2025	\$37.00	\$9.65	\$17.07	\$0.00	\$63.72
	12/01/2025	\$38.25	\$9.65	\$17.07	\$0.00	\$64.97
	06/01/2026	\$39.55	\$9.65	\$17.07	\$0.00	\$66.27
	12/07/2026	\$40.85	\$9.65	\$17.07	\$0.00	\$67.57
	06/07/2027	\$42.25	\$9.65	\$17.07	\$0.00	\$68.97
	12/06/2027	\$43.65	\$9.65	\$17.07	\$0.00	\$70.37
	06/05/2028	\$45.15	\$9.65	\$17.07	\$0.00	\$71.87
	12/04/2028	\$46.65	\$9.65	\$17.07	\$0.00	\$73.37

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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LASER BEAM OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$36.00	\$9.65	\$17.07	\$0.00	\$62.72
	06/02/2025	\$37.25	\$9.65	\$17.07	\$0.00	\$63.97
	12/01/2025	\$38.50	\$9.65	\$17.07	\$0.00	\$65.22
	06/01/2026	\$39.80	\$9.65	\$17.07	\$0.00	\$66.52
	12/07/2026	\$41.10	\$9.65	\$17.07	\$0.00	\$67.82
	06/07/2027	\$42.50	\$9.65	\$17.07	\$0.00	\$69.22
	12/06/2027	\$43.90	\$9.65	\$17.07	\$0.00	\$70.62
	06/05/2028	\$45.40	\$9.65	\$17.07	\$0.00	\$72.12
	12/04/2028	\$46.90	\$9.65	\$17.07	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2024	\$36.00	\$9.65	\$15.06	\$0.00	\$60.71
	06/01/2025	\$37.25	\$9.65	\$15.06	\$0.00	\$61.96
	12/01/2025	\$38.49	\$9.65	\$15.06	\$0.00	\$63.20
	06/01/2026	\$39.79	\$9.65	\$15.06	\$0.00	\$64.50
	12/01/2026	\$41.08	\$9.65	\$15.06	\$0.00	\$65.79

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

MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE</i>	02/01/2025	\$43.84	\$11.49	\$20.78	\$0.00	\$76.11
	08/01/2025	\$44.75	\$11.49	\$20.78	\$0.00	\$77.02
	02/01/2026	\$45.83	\$11.49	\$20.78	\$0.00	\$78.10
	08/01/2026	\$47.59	\$11.49	\$20.78	\$0.00	\$79.86
	02/01/2027	\$48.71	\$11.49	\$20.78	\$0.00	\$80.98

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

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.92	\$11.49	\$20.78	\$0.00	\$54.19
2	60	\$26.30	\$11.49	\$20.78	\$0.00	\$58.57
3	70	\$30.69	\$11.49	\$20.78	\$0.00	\$62.96
4	80	\$35.07	\$11.49	\$20.78	\$0.00	\$67.34
5	90	\$39.46	\$11.49	\$20.78	\$0.00	\$71.73

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.38	\$11.49	\$20.78	\$0.00	\$54.65
2	60	\$26.85	\$11.49	\$20.78	\$0.00	\$59.12
3	70	\$31.33	\$11.49	\$20.78	\$0.00	\$63.60
4	80	\$35.80	\$11.49	\$20.78	\$0.00	\$68.07
5	90	\$40.28	\$11.49	\$20.78	\$0.00	\$72.55

Notes:

Apprentice to Journeyworker Ratio:1:5

MARBLE MASON/TILE LAYER(SP/PT)SeeBrick

BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANIC/WELDER/BOOM TRUCK <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 3) <i>MILLWRIGHTS LOCAL 1121 - Zone 3</i>	01/06/2025	\$43.48	\$10.08	\$21.22	\$0.00	\$74.78
	01/05/2026	\$45.76	\$10.08	\$21.22	\$0.00	\$77.06

Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 01/06/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.91	\$10.08	\$5.36	\$0.00	\$39.35
2	65	\$28.26	\$10.08	\$6.34	\$0.00	\$44.68
3	75	\$32.61	\$10.08	\$18.78	\$0.00	\$61.47
4	85	\$36.96	\$10.08	\$19.76	\$0.00	\$66.80

Effective Date - 01/05/2026

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.17	\$10.08	\$5.36	\$0.00	\$40.61
2	65	\$29.74	\$10.08	\$6.34	\$0.00	\$46.16
3	75	\$34.32	\$10.08	\$18.78	\$0.00	\$63.18
4	85	\$38.90	\$10.08	\$19.76	\$0.00	\$68.74

Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66)
Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:4

MORTAR MIXER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$36.00	\$9.65	\$17.07	\$0.00	\$62.72
	06/02/2025	\$37.25	\$9.65	\$17.07	\$0.00	\$63.97
	12/01/2025	\$38.50	\$9.65	\$17.07	\$0.00	\$65.22
	06/01/2026	\$39.80	\$9.65	\$17.07	\$0.00	\$66.52
	12/07/2026	\$41.10	\$9.65	\$17.07	\$0.00	\$67.82
	06/07/2027	\$42.50	\$9.65	\$17.07	\$0.00	\$69.22
	12/06/2027	\$43.90	\$9.65	\$17.07	\$0.00	\$70.62
	06/05/2028	\$45.40	\$9.65	\$17.07	\$0.00	\$72.12
	12/04/2028	\$46.90	\$9.65	\$17.07	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

OILER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$35.02	\$13.78	\$15.15	\$0.00	\$63.95
--	------------	---------	---------	---------	--------	---------

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS VI <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$32.74	\$13.78	\$15.15	\$0.00	\$61.67
--	------------	---------	---------	---------	--------	---------

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 3</i>	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36
--	------------	---------	--------	---------	--------	---------

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2025	\$41.23	\$9.65	\$19.90	\$0.00	\$70.78
-------------------------------------	------------	---------	--------	---------	--------	---------

* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3

Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - New

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.62	\$9.95	\$0.00	\$0.00	\$30.57
2	55	\$22.68	\$9.95	\$4.43	\$0.00	\$37.06
3	60	\$24.74	\$9.95	\$4.83	\$0.00	\$39.52
4	65	\$26.80	\$9.95	\$5.23	\$0.00	\$41.98
5	70	\$28.86	\$9.95	\$17.49	\$0.00	\$56.30
6	75	\$30.92	\$9.95	\$17.89	\$0.00	\$58.76
7	80	\$32.98	\$9.95	\$18.29	\$0.00	\$61.22
8	90	\$37.11	\$9.95	\$19.10	\$0.00	\$66.16

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2025	\$38.55	\$9.95	\$19.90	\$0.00	\$68.40
---------------------------------------	------------	---------	--------	---------	--------	---------

PAINTERS LOCAL 35 - ZONE 3

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - Repaint

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.28	\$9.95	\$0.00	\$0.00	\$29.23
2	55	\$21.20	\$9.95	\$4.43	\$0.00	\$35.58
3	60	\$23.13	\$9.95	\$4.83	\$0.00	\$37.91
4	65	\$25.06	\$9.95	\$5.23	\$0.00	\$40.24
5	70	\$26.99	\$9.95	\$17.49	\$0.00	\$54.43
6	75	\$28.91	\$9.95	\$17.89	\$0.00	\$56.75
7	80	\$30.84	\$9.95	\$18.29	\$0.00	\$59.08
8	90	\$34.70	\$9.95	\$19.10	\$0.00	\$63.75

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2025	\$39.83	\$9.95	\$19.90	\$0.00	\$69.68
--------------------------------	------------	---------	--------	---------	--------	---------

* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3

Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.92	\$9.95	\$0.00	\$0.00	\$29.87
2	55	\$21.91	\$9.95	\$4.43	\$0.00	\$36.29
3	60	\$23.90	\$9.95	\$4.83	\$0.00	\$38.68
4	65	\$25.89	\$9.95	\$5.23	\$0.00	\$41.07
5	70	\$27.88	\$9.95	\$17.49	\$0.00	\$55.32
6	75	\$29.87	\$9.95	\$17.89	\$0.00	\$57.71
7	80	\$31.86	\$9.95	\$18.29	\$0.00	\$60.10
8	90	\$35.85	\$9.95	\$19.10	\$0.00	\$64.90

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2025	\$37.15	\$9.95	\$19.90	\$0.00	\$67.00
----------------------------------	------------	---------	--------	---------	--------	---------

PAINTERS LOCAL 35 - ZONE 3

Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.58	\$9.95	\$0.00	\$0.00	\$28.53
2	55	\$20.43	\$9.95	\$4.43	\$0.00	\$34.81
3	60	\$22.29	\$9.95	\$4.83	\$0.00	\$37.07
4	65	\$24.15	\$9.95	\$5.23	\$0.00	\$39.33
5	70	\$26.01	\$9.95	\$17.49	\$0.00	\$53.45
6	75	\$27.86	\$9.95	\$17.89	\$0.00	\$55.70
7	80	\$29.72	\$9.95	\$18.29	\$0.00	\$57.96
8	90	\$33.44	\$9.95	\$19.10	\$0.00	\$62.49

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2024	\$35.75	\$9.65	\$15.06	\$0.00	\$60.46
	06/01/2025	\$37.00	\$9.65	\$15.06	\$0.00	\$61.71
	12/01/2025	\$38.24	\$9.65	\$15.06	\$0.00	\$62.95
	06/01/2026	\$39.54	\$9.65	\$15.06	\$0.00	\$64.25
	12/01/2026	\$40.83	\$9.65	\$15.06	\$0.00	\$65.54
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$39.78	\$15.57	\$20.17	\$0.00	\$75.52
	06/01/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$76.52
	12/01/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$78.13
	01/01/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$78.73
	06/01/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$79.73
	12/01/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$81.47
	01/01/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$82.07
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$49.19	\$10.08	\$24.29	\$0.00	\$83.56
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$49.19	\$10.08	\$24.29	\$0.00	\$83.56

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 3

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.14	\$10.08	\$2.53	\$0.00	\$34.75
2	55	\$27.05	\$10.08	\$5.07	\$0.00	\$42.20
3	70	\$34.43	\$10.08	\$19.22	\$0.00	\$63.73
4	80	\$39.35	\$10.08	\$21.76	\$0.00	\$71.19

Notes:
 % Indentured BEFORE 8/1/2020, 50/60/70/75/80/80/90/90
 1\$58.97/2\$63.88/3\$68.80/4\$71.26/5&6 \$73.72/7&8 \$78.64

Apprentice to Journeyworker Ratio:1:5

PIPELAYER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$36.00	\$9.65	\$17.07	\$0.00	\$62.72
	06/02/2025	\$37.25	\$9.65	\$17.07	\$0.00	\$63.97
	12/01/2025	\$38.50	\$9.65	\$17.07	\$0.00	\$65.22
	06/01/2026	\$39.80	\$9.65	\$17.07	\$0.00	\$66.52
	12/07/2026	\$41.10	\$9.65	\$17.07	\$0.00	\$67.82
	06/07/2027	\$42.50	\$9.65	\$17.07	\$0.00	\$69.22
	12/06/2027	\$43.90	\$9.65	\$17.07	\$0.00	\$70.62
	06/05/2028	\$45.40	\$9.65	\$17.07	\$0.00	\$72.12
	12/04/2028	\$46.90	\$9.65	\$17.07	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2024	\$36.00	\$9.65	\$15.06	\$0.00	\$60.71
	06/01/2025	\$37.25	\$9.65	\$15.06	\$0.00	\$61.96
	12/01/2025	\$38.49	\$9.65	\$15.06	\$0.00	\$63.20
	06/01/2026	\$39.79	\$9.65	\$15.06	\$0.00	\$64.50
	12/01/2026	\$41.08	\$9.65	\$15.06	\$0.00	\$65.79

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

PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
--	------------	---------	--------	---------	--------	---------

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PLUMBER/PIPEFITTER - Local 104

Effective Date - 03/17/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.14	\$9.55	\$10.10	\$0.00	\$41.79
2	50	\$24.61	\$9.55	\$10.10	\$0.00	\$44.26
3	55	\$27.07	\$9.55	\$10.10	\$0.00	\$46.72
4	60	\$29.53	\$9.55	\$10.10	\$0.00	\$49.18
5	65	\$31.99	\$9.55	\$10.10	\$0.00	\$51.64
6	70	\$34.45	\$9.55	\$10.10	\$0.00	\$54.10
7	75	\$36.91	\$9.55	\$10.10	\$0.00	\$56.56
8	80	\$39.37	\$9.55	\$10.10	\$0.00	\$59.02
9	80	\$39.37	\$9.55	\$17.10	\$0.00	\$66.02
10	80	\$39.37	\$9.55	\$17.10	\$0.00	\$66.02

Notes: **1:1,2:5,3:9,4:12

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) PLUMBERS & PIPEFITTERS LOCAL 104	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
--	------------	---------	--------	---------	--------	---------

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

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2024	\$36.00	\$9.65	\$15.06	\$0.00	\$60.71
	06/01/2025	\$37.25	\$9.65	\$15.06	\$0.00	\$61.96
	12/01/2025	\$38.49	\$9.65	\$15.06	\$0.00	\$63.20
	06/01/2026	\$39.79	\$9.65	\$15.06	\$0.00	\$64.50
	12/01/2026	\$41.08	\$9.65	\$15.06	\$0.00	\$65.79

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

POWDERMAN & BLASTER LABORERS - ZONE 3 (BUILDING & SITE)	12/02/2024	\$36.75	\$9.65	\$17.07	\$0.00	\$63.47
	06/02/2025	\$38.00	\$9.65	\$17.07	\$0.00	\$64.72
	12/01/2025	\$39.25	\$9.65	\$17.07	\$0.00	\$65.97
	06/01/2026	\$40.55	\$9.65	\$17.07	\$0.00	\$67.27
	12/07/2026	\$41.85	\$9.65	\$17.07	\$0.00	\$68.57
	06/07/2027	\$43.25	\$9.65	\$17.07	\$0.00	\$69.97
	12/06/2027	\$44.65	\$9.65	\$17.07	\$0.00	\$71.37
	06/05/2028	\$46.15	\$9.65	\$17.07	\$0.00	\$72.87
12/04/2028	\$47.65	\$9.65	\$17.07	\$0.00	\$74.37	

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2024	\$36.75	\$9.65	\$15.06	\$0.00	\$61.46
	06/01/2025	\$38.00	\$9.65	\$15.06	\$0.00	\$62.71
	12/01/2025	\$39.24	\$9.65	\$15.06	\$0.00	\$63.95
	06/01/2026	\$40.54	\$9.65	\$15.06	\$0.00	\$65.25
	12/01/2026	\$41.83	\$9.65	\$15.06	\$0.00	\$66.54

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

PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
--	------------	---------	---------	---------	--------	---------

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 404 - Construction Service (Northampton)</i>	05/01/2024	\$26.14	\$11.82	\$7.25	\$0.00	\$45.21
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$36.00	\$9.65	\$17.07	\$0.00	\$62.72
	06/02/2025	\$37.25	\$9.65	\$17.07	\$0.00	\$63.97
	12/01/2025	\$38.50	\$9.65	\$17.07	\$0.00	\$65.22
	06/01/2026	\$39.80	\$9.65	\$17.07	\$0.00	\$66.52
	12/07/2026	\$41.10	\$9.65	\$17.07	\$0.00	\$67.82
	06/07/2027	\$42.50	\$9.65	\$17.07	\$0.00	\$69.22
	12/06/2027	\$43.90	\$9.65	\$17.07	\$0.00	\$70.62
	06/05/2028	\$45.40	\$9.65	\$17.07	\$0.00	\$72.12
	12/04/2028	\$46.90	\$9.65	\$17.07	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Coal tar pitch) <i>ROOFERS LOCAL 248</i>	10/02/2024	\$42.38	\$10.35	\$18.00	\$0.00	\$70.73
	07/16/2025	\$43.88	\$10.35	\$18.00	\$0.00	\$72.23
	10/02/2025	\$44.88	\$10.35	\$18.00	\$0.00	\$73.23
	07/16/2026	\$46.88	\$10.35	\$18.00	\$0.00	\$75.23
For apprentice rates see "Apprentice- ROOFER"						
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) <i>ROOFERS LOCAL 248</i>	10/02/2024	\$41.88	\$10.35	\$18.00	\$0.00	\$70.23
	07/16/2025	\$43.38	\$10.35	\$18.00	\$0.00	\$71.73
	10/02/2025	\$44.38	\$10.35	\$18.00	\$0.00	\$72.73
	07/16/2026	\$46.38	\$10.35	\$18.00	\$0.00	\$74.73

Apprentice - ROOFER - Local 248

Effective Date - 10/02/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.13	\$10.35	\$0.00	\$0.00	\$35.48
2	65	\$27.22	\$10.35	\$18.00	\$0.00	\$55.57
3	70	\$29.32	\$10.35	\$18.00	\$0.00	\$57.67
4	75	\$31.41	\$10.35	\$18.00	\$0.00	\$59.76
5	80	\$33.50	\$10.35	\$18.00	\$0.00	\$61.85
6	85	\$35.60	\$10.35	\$18.00	\$0.00	\$63.95
7	90	\$37.69	\$10.35	\$18.00	\$0.00	\$66.04
8	95	\$39.79	\$10.35	\$18.00	\$0.00	\$68.14

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 248</i>	10/02/2024	\$42.38	\$10.35	\$18.00	\$0.00	\$70.73
	07/16/2025	\$43.88	\$10.35	\$18.00	\$0.00	\$72.23
	10/02/2025	\$44.88	\$10.35	\$18.00	\$0.00	\$73.23
	07/16/2026	\$46.88	\$10.35	\$18.00	\$0.00	\$75.23
For apprentice rates see "Apprentice- ROOFER"						
SCRAPER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-PROPELLED POWER BROOM <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$35.80	\$13.78	\$15.15	\$0.00	\$64.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.00	\$5.49	\$4.86	\$0.85	\$30.20
2	50	\$21.12	\$6.10	\$5.40	\$0.94	\$33.56
3	55	\$23.23	\$6.71	\$9.71	\$1.15	\$40.80
4	60	\$25.34	\$7.32	\$9.71	\$1.23	\$43.60
5	65	\$27.45	\$7.93	\$9.71	\$1.31	\$46.40
6	70	\$29.56	\$8.54	\$9.71	\$1.39	\$49.20
7	75	\$31.67	\$9.15	\$9.71	\$1.47	\$52.00
8	80	\$33.78	\$9.76	\$17.66	\$1.78	\$62.98
9	85	\$35.90	\$10.37	\$17.66	\$1.86	\$65.79
10	90	\$38.01	\$10.98	\$17.66	\$1.94	\$68.59

Notes:

Apprentice to Journeyworker Ratio:1:3

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.53	\$15.57	\$20.17	\$0.00	\$76.27
	06/01/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$77.27
	12/01/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$78.88
	01/01/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$79.48
	06/01/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$80.48
	12/01/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$82.22
	01/01/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$82.82
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	04/01/2023	\$47.43	\$11.45	\$16.61	\$0.00	\$75.49

Apprentice - *SPRINKLER FITTER - Local 669*

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.34	\$8.22	\$0.00	\$0.00	\$29.56
2	50	\$23.72	\$8.22	\$0.00	\$0.00	\$31.94
3	55	\$26.09	\$11.45	\$7.20	\$0.00	\$44.74
4	60	\$28.46	\$11.45	\$8.35	\$0.00	\$48.26
5	65	\$30.83	\$11.45	\$8.35	\$0.00	\$50.63
6	70	\$33.20	\$11.45	\$8.60	\$0.00	\$53.25
7	75	\$35.57	\$11.45	\$8.60	\$0.00	\$55.62
8	80	\$37.94	\$11.45	\$8.60	\$0.00	\$57.99
9	85	\$40.32	\$11.45	\$8.60	\$0.00	\$60.37
10	90	\$42.69	\$11.45	\$8.60	\$0.00	\$62.74

Notes:

Apprentice to Journeyworker Ratio:1:1

TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 7</i>	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7

Effective Date - 12/29/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.42	\$7.35	\$0.61	\$0.00	\$28.38
2	45	\$22.98	\$7.35	\$0.69	\$0.00	\$31.02
3	50	\$25.53	\$13.25	\$7.47	\$0.00	\$46.25
4	55	\$28.08	\$13.25	\$7.54	\$0.00	\$48.87
5	65	\$33.19	\$13.25	\$9.74	\$0.00	\$56.18
6	70	\$35.74	\$13.25	\$11.19	\$0.00	\$60.18

Effective Date - 06/29/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.86	\$7.50	\$0.63	\$0.00	\$28.99
2	45	\$23.47	\$7.50	\$0.70	\$0.00	\$31.67
3	50	\$26.08	\$13.50	\$7.53	\$0.00	\$47.11
4	55	\$28.69	\$13.50	\$7.61	\$0.00	\$49.80
5	65	\$33.90	\$13.50	\$9.84	\$0.00	\$57.24
6	70	\$36.51	\$13.50	\$11.30	\$0.00	\$61.31

Notes:

Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	02/01/2025	\$64.74	\$11.49	\$23.59	\$0.00	\$99.82
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	08/01/2025	\$66.89	\$11.49	\$23.59	\$0.00	\$101.97
	02/10/2026	\$68.24	\$11.49	\$23.59	\$0.00	\$103.32
	08/01/2026	\$70.44	\$11.49	\$23.59	\$0.00	\$105.52
	02/01/2027	\$71.84	\$11.49	\$23.59	\$0.00	\$106.92

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.37	\$11.49	\$23.59	\$0.00	\$67.45
2	60	\$38.84	\$11.49	\$23.59	\$0.00	\$73.92
3	70	\$45.32	\$11.49	\$23.59	\$0.00	\$80.40
4	80	\$51.79	\$11.49	\$23.59	\$0.00	\$86.87
5	90	\$58.27	\$11.49	\$23.59	\$0.00	\$93.35

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$33.45	\$11.49	\$23.59	\$0.00	\$68.53
2	60	\$40.13	\$11.49	\$23.59	\$0.00	\$75.21
3	70	\$46.82	\$11.49	\$23.59	\$0.00	\$81.90
4	80	\$53.51	\$11.49	\$23.59	\$0.00	\$88.59
5	90	\$60.20	\$11.49	\$23.59	\$0.00	\$95.28

Notes:

Apprentice to Journeyworker Ratio:1:5

TERRAZZO MECHANIC	02/01/2025	\$65.82	\$11.49	\$23.56	\$0.00	\$100.87
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	08/01/2025	\$67.97	\$11.49	\$23.56	\$0.00	\$103.02
	02/01/2026	\$69.32	\$11.49	\$23.56	\$0.00	\$104.37
	08/01/2026	\$71.52	\$11.49	\$23.56	\$0.00	\$106.57
	02/01/2027	\$72.92	\$11.49	\$23.56	\$0.00	\$107.97

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO MECH - Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.91	\$11.49	\$23.56	\$0.00	\$67.96
2	60	\$39.49	\$11.49	\$23.56	\$0.00	\$74.54
3	70	\$46.07	\$11.49	\$23.56	\$0.00	\$81.12
4	80	\$52.66	\$11.49	\$23.56	\$0.00	\$87.71
5	90	\$59.24	\$11.49	\$23.56	\$0.00	\$94.29

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$33.99	\$11.49	\$23.56	\$0.00	\$69.04
2	60	\$40.78	\$11.49	\$23.56	\$0.00	\$75.83
3	70	\$47.58	\$11.49	\$23.56	\$0.00	\$82.63
4	80	\$54.38	\$11.49	\$23.56	\$0.00	\$89.43
5	90	\$61.17	\$11.49	\$23.56	\$0.00	\$96.22

Notes:

Apprentice to Journeyworker Ratio:1:5

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$51.28	\$9.65	\$18.22	\$0.00	\$79.15
	06/01/2025	\$52.78	\$9.65	\$18.22	\$0.00	\$80.65
	12/01/2025	\$54.28	\$9.65	\$18.22	\$0.00	\$82.15
	06/01/2026	\$55.83	\$9.65	\$18.22	\$0.00	\$83.70
	12/01/2026	\$57.33	\$9.65	\$18.22	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$47.07	\$9.65	\$18.22	\$0.00	\$74.94
	06/01/2025	\$48.57	\$9.65	\$18.22	\$0.00	\$76.44
	12/01/2025	\$50.07	\$9.65	\$18.22	\$0.00	\$77.94
	06/01/2026	\$51.62	\$9.65	\$18.22	\$0.00	\$79.49
	12/01/2026	\$53.12	\$9.65	\$18.22	\$0.00	\$80.99

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87

For apprentice rates see "Apprentice- LABORER"

TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
--	------------	---------	---------	---------	--------	---------

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.82	\$15.57	\$20.17	\$0.00	\$76.56
	06/01/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$77.56
	12/01/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$79.17
	01/01/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$79.77
	06/01/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$80.77
	12/01/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$82.51
	01/01/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$59.18	\$9.65	\$19.00	\$0.00	\$87.83
	06/01/2025	\$60.68	\$9.65	\$19.00	\$0.00	\$89.33
	12/01/2025	\$62.18	\$9.65	\$19.00	\$0.00	\$90.83
	06/01/2026	\$63.73	\$9.65	\$19.00	\$0.00	\$92.38
	12/01/2026	\$65.23	\$9.65	\$19.00	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$61.18	\$9.65	\$19.00	\$0.00	\$89.83
	06/01/2025	\$62.68	\$9.65	\$19.00	\$0.00	\$91.33
	12/01/2025	\$64.18	\$9.65	\$19.00	\$0.00	\$92.83
	06/01/2026	\$65.73	\$9.65	\$19.00	\$0.00	\$94.38
	12/01/2026	\$67.23	\$9.65	\$19.00	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$51.25	\$9.65	\$19.00	\$0.00	\$79.90
	06/01/2025	\$52.75	\$9.65	\$19.00	\$0.00	\$81.40
	12/01/2025	\$54.25	\$9.65	\$19.00	\$0.00	\$82.90
	06/01/2026	\$55.80	\$9.65	\$19.00	\$0.00	\$84.45
	12/01/2026	\$57.30	\$9.65	\$19.00	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$53.25	\$9.65	\$19.00	\$0.00	\$81.90
	06/01/2025	\$54.75	\$9.65	\$19.00	\$0.00	\$83.40
	12/01/2025	\$56.25	\$9.65	\$19.00	\$0.00	\$84.90
	06/01/2026	\$57.80	\$9.65	\$19.00	\$0.00	\$86.45
	12/01/2026	\$59.30	\$9.65	\$19.00	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2024	\$36.00	\$9.65	\$17.07	\$0.00	\$62.72
	06/02/2025	\$37.25	\$9.65	\$17.07	\$0.00	\$63.97
	12/01/2025	\$38.50	\$9.65	\$17.07	\$0.00	\$65.22
	06/01/2026	\$39.80	\$9.65	\$17.07	\$0.00	\$66.52
	12/07/2026	\$41.10	\$9.65	\$17.07	\$0.00	\$67.82
	06/07/2027	\$42.50	\$9.65	\$17.07	\$0.00	\$69.22
	12/06/2027	\$43.90	\$9.65	\$17.07	\$0.00	\$70.62
	06/05/2028	\$45.40	\$9.65	\$17.07	\$0.00	\$72.12
	12/04/2028	\$46.90	\$9.65	\$17.07	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2024	\$36.00	\$9.65	\$15.06	\$0.00	\$60.71
	06/01/2025	\$37.25	\$9.65	\$15.06	\$0.00	\$61.96
	12/01/2025	\$38.49	\$9.65	\$15.06	\$0.00	\$63.20
	06/01/2026	\$39.79	\$9.65	\$15.06	\$0.00	\$64.50
	12/01/2026	\$41.08	\$9.65	\$15.06	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentices 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. Apprentices 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.

General Requirements

SECTION 01.01.00
SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

- A. The work of this Contract includes all labor and materials necessary to complete all work required for the Replacement Gymnasium Roof at Memorial Schol, 310 Main Street, Wilbraham, MA 01095 in accordance with the Contract Documents as prepared by Roy S. Brown, Architects, 85 Chilson Road, Wilbraham, Massachusetts subject to additions and deductions according to the terms and conditions of the Contract. Included under the scope of work of this section is the replacement of any existing construction damaged during the course of the job.

1.02 RELATED REQUIREMENTS

- A. Advertisement to Bid
- B. Instructions to Bidders
- C. Proposal Forms
- D. Contract and Construction Forms
- E. General Conditions
- F. Supplementary General Conditions
- G. Special Conditions
- H. Technical Specifications
- I. Contract Drawings

1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. Scope of Work:
 - 1 The General Contractor for this project will be responsible for the following scope of work items:
 - a. Provide and install all staging, lifting, hoisting, and protection.
 - b. Remove existing asphalt shingle roof entirely, including all flashing, underlayment, and gutters.
 - 2 Install new shingle roof including all flashing, underlayment, and gutters
See also Section 01.01.50 Alternates for limited chimney repointing,

3 Bidders are reminded that not every detail of construction can be shown on the drawings and that not every part of every assembly can be listed in the specifications. The owner assumes that bidders are experienced tradesman who estimate and supply all the required materials for their trades as having visited the site prior to bidding.

4 Protect all existing finishes to remain during construction. Contractor is responsible for repairing any and all existing finishes damaged during construction to the architect's satisfaction. This includes all finishes damaged in the course of accessing the work areas, both interior and exterior.

5 All contractors are to field verify all existing conditions and dimensions prior to bidding. Any discrepancies are to be reported to the Architect immediately.

6 Disposal of items not scheduled for relocation or reuse, or not scheduled for return to Owner. Return items to Owner as noted.

7 Contractor will be responsible for all other work that is shown in the Contract Documents that is not specifically identified to be that of others, including all work that is shown in the Contract Documents that is not identified as being any Contractor's specific responsibility.

8 The Contractor will be responsible for all cutting and patching to match all existing finishes affected by this project.

9 Furnish and install all other new construction as indicated in the Contract Documents.

10 Provide Owner with detailed schedule of construction. Coordinate construction with needs of Owner and occupants of units affected.

2. Contract Documents: The Plans and Specifications show the extent of the Contract requirements. Generally, most scope of work items appear both in the Drawings and Specifications. However, if a certain scope of work item only appears either in the Contract Drawings or Contract Specifications, it will not be an excuse or argument on the part of a Contractor that the scope of work is not adequately defined. Therefore, if any work is singularly shown in either the Contract Drawings or Contract Specifications, then that item will be a contractual responsibility of the contractor involved.
3. Related requirements in other parts of the project manual:
 - a. Conditions of the Contract: Additional requirements of all parties to the Contract.

1.04 WORK NOT SPECIFICALLY ASSIGNED TO THE GENERAL CONTRACTOR

- A. The Owner understands that he will receive a complete product. All items expressly stated or reasonably implied by the Drawings or Specifications or both are to be included to insure that complete product.

1.05 CONTRACT

- A. Construct the work under a Lump Sum Amount, in accordance with the conditions of the agreement between Contractor and Owner, including provisions for liquidated damages.
- B. The Contractor shall:
 - 1. Place tax exemption certificate number on invoices for materials incorporated in the work.
 - 2. Furnish copies of invoices to Owner.
 - 3. Upon completion of work, file with the Owner notarized statement that all purchases made under tax exemption certificate were entitled to be exempt.
 - 4. Pay legally assessed penalties for improper use of exemption certificate number.

1.06 EXAMINATION OF SITE AND DOCUMENTS

- A. Visit the site and examine Contract Documents before submitting a bid. Inspect and be thoroughly familiar with the same and conditions under which work will be carried out. Neither the Owner nor the Architect will be responsible for errors, omissions and/or charges for extra work arising from the Contractor's failure to familiarize himself with the Contract Documents or existing conditions. By submitting a bid, the bidder agrees and warrants that he had the opportunity to examine the site and the Contract Documents, that he is familiar with the conditions and requirements of both and, where there is required in any part of the work a given result to be produced, that the Contract Documents are adequate and that he will produce the required results.

1.07 CONTRACTOR'S USE OF PREMISES

- A. Confine operations at site to areas permitted by:
 - 1. Law
 - 2. Ordinances
 - 3. Permits
 - 4. Contract Limit Lines
- B. Parking of Contractor's vehicles or those of his Subcontractors will only be allowed in parking areas designated by the Owner.
- C. Do not unreasonably encumber site with materials or equipment.
- D. Do not load structure with weight that will endanger structure.
- E. Assume full responsibility for protection and safekeeping of products stored on premises.
- F. Move any stored products which interfere with operations of Owner or other Contractors.
- G. Obtain and pay for use of additional storage or work areas needed for operations beyond designated areas shown on Site Plan.

- H. Limit use of site to work and storage.
- I. Do not store closed-cell polystyrene or hazardous materials within the building. Storage of such materials outside the building shall be with proper precautionary measures taken against fire.

1.08 SAFETY REGULATIONS

- A. This project is subject to compliance with Public Law 91-596, "Occupational Safety and Health Act of 1970" (OSHA), with respect to all rules and regulations pertaining to construction, including Volume 36, Numbers 75 and 105, of the Federal Register, as amended, and as published by the U.S. Department of Labor.

1.09 USE AND OCCUPANCY PRIOR TO ACCEPTANCE

- A. The Owner will occupy the site for normal functions during normal schedules the entire period of construction.
- B. If the project has not been Substantially Completed by the specified date, the Owner, at his election, may from time to time occupy the building or any portion thereof as the work is completed to such a degree as will, in the opinion of the Owner, permit the use of the building or other portions of the project for the purpose for which they are intended.
- C. The Owner will, prior to any such partial occupancy, give notice to the Contractor thereof and such occupancy shall be predicated upon the following conditions:
- D. The Contractor shall extend all necessary insurance coverage until Final Acceptance of the project. Owner's use and occupancy prior to Final Acceptance shall not relieve the Contractor of his responsibility to maintain the insurance coverage required by the Contract Documents.
- E. The guarantee period called for by the Contract Documents shall not commence until Substantial Completion of all work under the Contract.
- F. Occupancy of the building or any portion thereof by the Owner shall not constitute an acceptance of the work or portion thereof nor relieve Contractor of responsibility to perform any work required by Contract Documents.

1.10 FIELD ENGINEERING DATA

- A. Be responsible for properly laying out the work and for lines and measurements for the work. Verify the figures shown on the Drawings before laying out the work and report errors or inaccuracies to the Architect before commencing work.
- B. The General Contractor shall establish necessary reference lines to lay out the work and shall be responsible for the proper location the marking and layout of walls and partitions.

PART 2 PRODUCTS

2.1 Not Used

PART 3 EXECUTION

3.1 Not Used

END OF SECTION

SECTION 01.01.50
ALTERNATES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. This Section identifies each Alternate by number and describes the basic charges to be incorporated into the work by specific provisions in the Owner-Contractor Agreement.

1.02 RELATED REQUIREMENTS

- A. Bidding Documents: Method of quotation at the cost of each Alternate, and the basis of the Owner's acceptance of Alternates.
- B. Owner-Contractor Agreement. Incorporation of Alternates into the work.
- C. Sections of the Specifications as listed under the respective Alternates.
- D. Referenced Sections of the Specifications stipulate pertinent requirements for products and methods to achieve the work stipulated under each Alternate.
- E. Coordinate pertinent related work and modify surrounding work as required to properly integrate the work under each Alternate, and to provide the complete construction required by Contract Documents.

1.03 DESCRIPTION OF ALTERNATES

- A. The Base Bid includes all the work shown on the drawings and specified herein except for the following Add Alternates:

For Alternate #1: Chip out and repoint step crack on the north side of the chimney using Type N mortar. Tool joints to match existing. Clean adjacent areas as though this were the façade of the building.

SECTION 01.02.70
APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures for preparation and submittal of Applications for Payment.

1.02 RELATED REQUIREMENTS

- A. Owner/Contractor Agreement: Contract Sum, Amounts of Progress Payments, Retainages and Times for Submittal.
- B. General Conditions of the Contract.
- C. Special Conditions
- D. Supplementary General Conditions
- E. Section 01.70.00: Contract Closeout

1.03 FORMAT

- A. A.I.A. Document G702 - Application and Certificate for Payment.
- B. A.I.A. Document G703 - Continuation Sheet.

1.04 PREPARATION OF APPLICATION

- A. Type required information
- B. Execute certification by signature of authorized officer.
- C. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- D. List each authorized Change Order as an extension on Continuation Sheet, listing Change Order Number and dollar amount as for an original item of work.
- E. Prepare Application for Final Payment as specified in Section 01.70.00.

1.05 SUBMITTAL PROCEDURES

- A. Submit one (1) legible digital copy of each Application for Payment at end of each month.

1.06 SUBSTANTIATING DATA

- A. When Architect requires substantiating information, submit data justifying line item amounts in question.
- B. Provide one (1) copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

END OF SECTION

- B. Provide one (1) copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

END OF SECTION

SECTION 01.02.80
CHANGE ORDER PROCEDURES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures for processing Change Orders.

1.02 RELATED REQUIREMENTS

- A. Owner/Contractor Agreement: Monetary values of established unit process.
- B. General Conditions
- C. Section 01.02.70: Applications for Payment
- D. Section 01.31.00: Progress Schedules
- E. Section 01.63.00: Product Options and Substitutions
- F. Section 01.70.00: Contract Closeout

1.03 SUBMITTALS

- A. Submit name of individual authorized to accept changes and to be responsible for informing others in Contractor's employ of changes in the work.
- B. Change Order Forms: A.I.A. Document G701 or equivalent

1.04 DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME

- A. Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes and to substantiate costs of changes in the work.
- B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- C. On request, provide additional data to support computations:
 - 1. Quantities of products
 - 2. Taxes, insurance, bonds
 - 3. Overhead and profit
 - 4. Justification for any change in contract time.
 - 5. Credit for deletions from contract, similarly documented
- D. Support each claim for additional costs and for work done on a time and material basis with additional information:
 - 1. Origin and date of claim.
 - 2. Dates and times work was performed, and by whom.
 - 3. Time records and wage rates paid
 - 4. Invoices and receipts for products, equipment and subcontracts.

1.05 PRELIMINARY PROCEDURES

- A. Architect may submit a proposal request which includes: Detailed description of change with supplementary or revised Drawings and Specifications, the projected time for executing the change with a stipulation of any overtime work required, and the period of time during which the requested price will be considered valid.
- B. Contractor may initiate a change by submittal of a request to Architect describing the proposed change with a statement of the reason for the change, the effect on Contract Sum and Contract Time with full documentation, and a statement of the effect on work of separate contractors. Document any requested substitutions in accordance with Section 01630.

1.06 CONSTRUCTION CHANGE AUTHORIZATION/WORK DIRECTIVE CHANGE

- A. Architect may issue a directive signed by Owner, instructing contractor to proceed with a change in the work, for subsequent inclusion in a Change Order.
- B. Directive will describe changes in the work and will designate a method of determining any change in the Contract Time or Contract Sum.

1.07 LUMP SUM/FIXED PRICE CHANGE ORDER

- A. Will be based upon proposal request and contractor's lump sum quotation or contractor's request for Change Order as approved by Architect.

1.08 UNIT PRICE CHANGE ORDER

- A. For predetermined unit prices and quantities, change order will be executed on a fixed price basis.
- B. For unit costs or quantities of units of work which are not predetermined, execute work under a Construction Change Authorization. Changes in Contract Time or Contract Sum will be computed as specified for time and material change order.

1.09 TIME AND MATERIAL CHANGE ORDER

- A. Submit itemized account and supporting data after completion of change, within time limits in Conditions of the Contract.
- B. Architect will determine the change allowable in Contract Sum and Contract Time as provided in Conditions of the Contract.

1.10 EXECUTION OF CHANGE ORDERS

- A. Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.11 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Application for Payment forms to record each authorized Change Order as a separate line item and adjust Contract Sum as shown on Change Order.
- B. Promptly revise Progress Schedules to reflect any change in Contract Time; revise Sub-schedules to adjust times for other items of work affected by the change and resubmit.
- C. Promptly enter changes in Project Record Documents.

1.12 OVERHEAD, PROFIT & BOND LIMITS

- A. When change order work is approved, the Owner will approve the following maximums above the direct costs.
 - 1. Where only the general bidder (or his direct sub-contractors) are involved, 10% overhead and profit plus 1% bond.

END OF SECTION

SECTION 01.04.00
COORDINATION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Coordination of the work of each contract

1.02 RELATED REQUIREMENTS

- A. Section 01.01.00: Summary of Work
- B. Section 01.04.50: Cutting and Patching
- C. Section 01.20.00: Project Meetings
- D. Section 01.34.00: Shop Drawings, Product Data, and Samples
- E. Section 01.63.00: Product Options and Substitutions
- F. Section 01.70.00: Contract Closeout

1.03 DESCRIPTION

- A. Coordinate scheduling, submittals, and work of the various sections of the specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later. Coordinate under direction of the Owner's representative.

1.04 COORDINATION OF SUBMITTALS

- A. Schedule and coordinate submittals specified in Section 01.30.00.
- B. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate requests for substitutions to assure compatibility of space, of operating elements, and effect on work of other sections.

1.05 COORDINATION

- A. Coordinate sequence of installation of structural work and floor, wall, and ceiling repair which is indicated on Drawings.

1.06 COORDINATION OF CONTRACT CLOSEOUT

- A. Coordinate completion and clean-up of work of separate sections in preparation for substantial completion.
- B. After Owner occupancy of premises, coordinate access to site by various sections for correction, with Contract Documents, to minimize disruption of Owner's activities.

C. Assemble and coordinate closeout submittals specified in Section 01700.

1.07 COORDINATION OF PHASING OF THE CONSTRUCTION WORK

A. The Contractor shall coordinate his work with the Owner in terms of phasing the work so that it will be a minimum hindrance to the Owner.

END OF SECTION

SECTION 01.04.50
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Requirements and limitations for cutting and patching of work.

1.02 RELATED REQUIREMENTS

- A. Section 01.01.00: Summary of Work
- B. Section 01.12.00: Alteration Project Procedures
- C. Section 01.63.00: Substitutions and Product Options
- D. Individual Specification Sections:
 - 1. Cutting and patching incidental to work of the section.
 - 2. Advance notification to other sections of openings required in work of those sections.
 - 3. Limitations on cutting structural members.

1.03 SUBMITTALS

- A. Submit written request in advance of cutting or alteration which affects:
 - 1. Structural integrity of any element of project.
 - 2. Integrity of weather-exposed or moisture resistant element.
 - 3. Efficiency, maintenance or safety of any operational element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Work of Owner or separate contractor.
- B. Include in request:
 - 1. Identification of project
 - 2. Location and description of affected work
 - 3. Necessity for cutting or alteration.
 - 4. Description of proposed work
 - 5. Alternatives for cutting and patching
 - 6. Effect on work of Owner or separate Contractor
 - 7. Written permission of affected separate contractor
 - 8. Date and time work will be executed

PART 2 PRODUCTS

2.01 MATERIALS

- A. Those required for original installation.
- B. For any change in materials, submit request for substitution under provisions of Section 01630.

PART 3 EXECUTION

3.01 GENERAL

- A. Execute cutting, fitting and patching, including excavation and fill, to complete work and to:
 - 1. Fit the several parts together to integrate with other work.
 - 2. Uncover work to install ill-timed work
 - 3. Remove and replace defective and non-conforming work.
 - 4. Remove samples of installed work for testing.
 - 5. Provide openings in elements of work for penetrations of mechanical, plumbing and electrical work.

3.02 INSPECTION

- A. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- B. After uncovering, inspect conditions, including elements subject to damage or movement during cutting and patching.
- C. Beginning of cutting means acceptance of existing conditions.

3.03 PREPARATION

- A. Provide supports to assure structural integrity of surroundings, devices and methods to protect other portions of project from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water.

3.04 PERFORMANCE

- A. Execute work by methods to avoid damage to other work, and which will provide proper surfaces to receive patching and finishing.
- B. Employ original installer to perform cutting and patching for weather exposed and moisture resistant elements, and sight exposed surfaces.
- C. Cut rigid materials using masonry saw or core drill. Pneumatic tools are not allowed without prior approval.
- D. Restore work with new products in accordance with requirements of Contract Documents.
- E. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- F. At penetrations of fire-rated wall, ceiling or floor construction, completely seal voids with fire-rated material, full thickness of the construction element.

SECTION 01.12.00

ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Coordinate work of trades and schedule elements of alterations and renovation work by procedures and methods to expedite completion of the work.
- B. In addition to demolition specified in Section 02072, and that specifically shown, cut, move or remove items as necessary to provide access or to allow alterations and new work to proceed. Include such items as:
 - 1. Repair or removal of hazardous or unsanitary conditions.
 - 2. Removal of abandoned items and items serving no useful purpose, such as abandoned piping, conduit and wiring.
 - 3. Removal of unsuitable or extraneous materials not marked for salvage, such as abandoned furnishings and metals and deteriorated concrete.
 - 4. Cleaning of surfaces and removal of surface finishes as needed to install new work and finishes.

1.02 RELATED REQUIREMENTS

- A. Section 01.04.50: Cutting and Patching
- B. Section 01.31.00: Construction Schedules

1.03 SEQUENCE AND SCHEDULES

- A. Schedule work in the sequences and within times specified in Section 01010.

1.04 ALTERATIONS, CUTTING AND PROTECTION

- A. Assign the work of moving, removal, cutting and patching to trades qualified to perform the work in a manner to cause least damage to each type of work, and provide means of returning surfaces to appearance of new work.
- B. Perform cutting and removal work to remove minimum necessary, and in a manner to avoid damage to adjacent work.
 - 1. Cut finish surfaces such as shingles or metals, by methods to terminate surfaces in a straight line at a natural point of division.
- C. Perform cutting and patching as specified in Section 00145.
- D. Protect existing finishes, equipment, and adjacent work which is scheduled to remain, from damage.

1. Protect existing and new work from weather and extremes of temperatures.
 - a. Provide weather protection, waterproofing, heat and humidity control as needed to prevent damage to remaining existing work and to new work.
- E. Provide temporary enclosures as specified in Section 01520, to separate work areas from existing building and from areas occupied by Owner, and to provide weather protection.

PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. General Requirements that work be complete:
 1. Provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing work.
 - a. Generally Contract Documents will not define products or standards of workmanship present in existing construction; Contractor shall determine products by inspection and any necessary testing and workmanship by use of the existing as a sample of comparison.
 2. Presence of a product, finish or type of construction, requires that patching, extending or matching shall be performed as necessary to make work complete and consistent to identical standards of quality.

PART 3 EXECUTION

3.01 PERFORMANCE

- A. Patch and extend existing work using skilled mechanics who are capable of matching existing quality of workmanship. Quality of patched or extended work shall be not less than that specified for new work.

3.02 ADJUSTMENTS

- A. Where partitions are removed, patch floors, walls, and ceilings, with finish materials to match existing.
 1. Where removal of partitions results in adjacent spaces becoming one, rework floors and ceilings to provide smooth planes without breaks, steps, or bulkheads.
 2. Where extreme change of plane of two inches or more occurs, request instructions from Architect as to method of making transition.
- B. Trim and refinish existing doors as necessary to clear new floors.

3.03 DAMAGED SURFACES

- A. Patch and replace any portion of an existing finished surface which is found to be damaged, lifted, discolored, or shows other imperfections, with matching material.
 - 1. Provide adequate support of substrate prior to patching the finish.
 - 2. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.
 - 3. When existing surface finish cannot be matched, refinish entire surface to nearest intersections.

3.04 TRANSITION FROM EXISTING TO NEW WORK

- A. When new work abuts or finished flush with existing work, make a smooth and workmanlike transition. Patched work shall match existing adjacent work in texture and appearance so that the patch or transition is invisible at a distance of five feet.
 - 1. When finished surfaces are cut in such a way that a smooth transition with new work is not possible, terminate existing surface in a neat manner along a straight line at a natural line of division, and provide trim appropriate to finished surface.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.05 CLEANING

- A. In addition to cleaning specified in Section 01.56.90, clean owner - occupied areas of work daily.

END OF SECTION

SECTION 01.20.00
PROJECT MEETINGS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall schedule and administer pre-construction meeting, periodic progress meetings, and specially called meetings throughout progress of the work.
 - 1. Prepare agenda for meetings
 - 2. Make physical arrangements for meetings
- B. Representatives of Contractors, Subcontractors, and Suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. Architect may attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules.

1.02 RELATED REQUIREMENTS

- A. Section 01310: Construction Schedules
- B. Section 01340: Shop Drawings, Product Data and Samples
- C. Section 01720: Project Record Documents
- D. Section 01730: Operation and Maintenance Data

1.03 PRE-CONSTRUCTION MEETINGS

- A. Schedule within 15 days after date of execution of Contract.
- B. Location: A central site, convenient for all parties, designated by the contractor.
- C. Attendance: Owner's representative, architect and his professional consultants, contractor's superintendent, major subcontractors.
- D. Suggested agenda:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers
 - b. Project construction schedules.
 - 2. Critical work sequencing
 - 3. Major equipment deliveries and priorities
 - 4. Project coordination: Designation of responsible personnel
 - 5. Procedures and processing of:
 - a. Field decisions
 - b. Proposal requests

- c. Submittals
- d. Change orders
- e. Applications for payment
- 6. Adequacy of distribution of Contract Documents
- 7. Procedures for maintaining Record Documents
- 8. Use of premises:
 - a. Office, work and storage areas
 - b. Owner's requirements
- 9. Construction facilities, controls and construction aids
- 10. Temporary utilities
- 11. Safety and first aid procedures
- 12. Security procedures
- 13. Housekeeping procedures

1.04 PROGRESS MEETINGS

- A. Schedule regular periodic meetings as required
- B. Hold called meetings as required by progress of the work
- C. Location of meetings: Project field office of contractor.
No smoking in project meetings.
- D. Attendance:
 - 1. Architect and his professional consultants as needed.
 - 2. Subcontractors as appropriate to the agenda
 - 3. Suppliers as appropriate to the agenda
 - 4. Others
- E. Suggested Agenda:
 - 1. Review of work progress since previous meeting
 - 2. Field observations, problems, and conflicts
 - 3. Problems which impede construction schedule
 - 4. Review of off-site fabrication, delivery schedules
 - 5. Corrective measures and procedures to regain projected schedule
 - 6. Revisions to Construction Schedule
 - 7. Progress schedule during succeeding work period
 - 8. Coordination of schedules
 - 9. Review submittal schedules; expedite as required.
 - 10. Maintenance of quality standards
 - 11. Pending changes and substitutions
 - 12. Review proposed changes for:
 - a. Effect on Construction Schedule and on completion date.
 - b. Effect on other contracts of the project
 - 13. Other business

END OF SECTION

SECTION 01.22.00 UNIT PRICES

1.01 GENERAL PROVISIONS

The Unit Prices for items set forth in this section shall be used to determine adjustments to the Contract Sum when changes in the Work involving said items are made in accordance with Article 8 of the General Conditions and other sections of the Contract Documents.

1.02 REQUIREMENTS

- A. Unit Prices listed under ADDITIONS have been computed to include net cost plus overhead, profit, and bond and all other charges required to complete the work item.
- B. Unit Prices listed under DEDUCTIONS have been computed at the net cost alone.
- C. Unit Prices net cost include the cost of all labor, materials, equipment, disposal, and all other costs required to complete the work item.
- D. Unit Prices shall apply until the date of Contract Completion established at the time of the Notice to Proceed. If the date of Contract Completion has been modified by Change Order, Unit Prices may be adjusted at the discretion of the Department.
- E. Unit Prices for excavation include the costs of sheeting and bracing, pumping and dewatering, and all other related costs. Excavation quantities shall be measured as compacted in place at maximum dry density.
- F. Materials, methods of installation, and definitions of terms set forth under the various Unit Price items in the Schedule of Unit Prices shall be as indicated in the Contract Documents.

1.03 APPLICABILITY OF UNIT PRICES

- A. The payment lines (when applicable) shall be as indicated in the Contract Documents.
- B. Prior to commencing removal or placement of materials set forth in the Schedule of Unit Prices, the Contractor shall notify the Architect in sufficient time to permit proper measurements to be taken on behalf of the Owner. Only quantities which have been approved in writing by the Architect will be considered in the determination of adjustments to the Contract Sum.
- C. Performance of Work which is not required under the Contract Documents or which is not authorized by Change Order, whether or not such Work item is set forth hereunder as a Unit Price item, shall not be considered cause for extra payment. The Contractor will be held

fully responsible for such unauthorized work, including the performance of all corrective measures required by the Architect.

- D. General Bidders shall enter on the Schedule of Unit Prices, a single amount for each unit price requested which shall consist of the sum of the amounts listed on the sub-bidders schedule of unit prices, plus the amount for work to be performed by the General Contractor.
- E. The Owner may reject any or all Unit Prices at the time of Award if it deems the Unit Price(s) unreasonable, without affecting the base bid.
- F. All Unit Prices quoted shall include their pro-rata share of all costs for overhead & profit, bond, labor, materials, disposal, and equipment necessary to completely perform the Work required for that unit of work.

DESCRIPTION**UNIT PRICES**

Replace existing rotten/damaged $\frac{3}{4}$ " OSB (sheathing board) to match existing thickness

Unit price (cost per one sheet of 48" x 96" installed) shall include all labor costs, general conditions, overhead and profit.

Add \$125 per sheet.

END OF SECTION

SECTION 01.30.00
SUBMITTALS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures
- B. Construction Progress Schedules
- C. Schedule of Values
- D. Shop Drawings
- E. Product Data
- F. Samples
- G. Manufacturer's Certificates

1.02 RELATED REQUIREMENTS

- A. Section 01.01.00: Summary of Work: Work Sequence
- B. Section 01.02.07: Applications for Payment: Submittal of Applications

1.03 PROCEDURES

- A. Deliver submittals to Architect/Engineer at address listed on cover of Project Manual.
- B. Transmit each item under Architect/Engineer form. Identify project, contractor, subcontractor, major supplier; identify pertinent drawing sheet and detail number, and specification section number as appropriate. Identify deviations from Contract Documents. Provide space for contractor and Architect/Engineer review stamps.
- C. Submit initial progress schedules, schedules of value in duplicate within (5) days after award of contract. After review by Architect/Engineer revise and resubmit as required. Submit revised schedules with each Application for Payment, every (30) days, reflecting changes since previous submittal.
- D. Comply with progress schedule for submittals related to work progress. Coordinate submittal of related items.
- E. After Architect/Engineer review of submittals to concerned persons, instruct recipients to promptly report any inability to comply with provisions.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Show submittal dates requires for Shop Drawings, Product Data, and Samples, and product delivery dates, including those furnished by Owner and those under allowances.

1.05 SHOP DRAWINGS

- A. Submit one (1) legible digital copy.
- B. At conclusion of project provide one (1) legible, loose leaf, bound set and one (1) legible digital set of accepted submittals to the Owner.
See Section 01720.

1.06 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturer's standard data to provide information unique to the work. Include manufacturer's installation instructions when required by the Specification section.
- B. Submit one (1) legible digital copy.

1.07 SAMPLES

- A. Submit samples within (5) days after date of contract to Architect.
- B. Submit samples to illustrate functional characteristics of the product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.
- C. Include identification on each sample, giving full information.
- D. Submit the number specified in respective Specification section; one will be retained by Architect/Engineer. Reviewed samples which may be used in the work area are indicated in the Specifications section.

1.08 MANUFACTURER'S CERTIFICATES

- A. Submit certificates in duplicate, in accordance with requirements of each Specification section.

END OF SECTION

SECTION 01.31.00
PROGRESS SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures for Preparation and Submittal of Construction Progress Schedules and Periodic Updating

1.02 RELATED REQUIREMENTS

- A. Section 01.01.00: Summary of the Work
- B. Section 01.02.70: Applications for Payment
- C. Section 01.20.00: Project Meetings
- D. Section 01.34.00: Shop Drawings, Product Data and Samples

1.03 FORMAT

- A. Prepare schedules as a horizontal bar chart with separate bar for each major portion of work or operation, identifying first work day of each week.
- B. Sequencing of Listings: The chronological order of the start of each item of work.
- C. Scale and Spacing: To provide space for notations and revisions
- D. Sheet Size: Multiple of 8-1/2" x 11"

1.04 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by major Specification Section number.
- C. Identify work of separate stages and other logically grouped activities
- D. Provide sub-schedules to define critical portions of entire schedule.
- E. Show accumulated percentage of completion of each item, and total percentage of work complete, as of the first day of each month,
- F. Provide separate schedule of submittal date for shop drawings, product data and samples, including Owner furnished products and dates reviewed submittals will be required from Architect. Show decision dates for selection of finishes. Show delivery dates for Owner-furnished products.

1.05 REVISIONS TO SCHEDULES

- A. Indicate progress of each activity to date of submittal, and projected completion date of each activity.

- B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- C. Provide narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken, or proposed, and its effect, including effect on changes on schedules of separate contractors.

1.06 SUBMITTALS

- A. Submit preliminary outline schedules within ten (10) days after the date of Owner-Contractor Agreement for coordination with Owner's requirements and work of separate contracts. After review, submit detailed schedules within fifteen (15) days, modified to accommodate revisions recommended by Architect.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Submit number of opaque reproductions which contractor requires, plus two (2) copies which will be retained by Architect. Contractor has option of emailing submittals, provided that they are legible, products be proposed are marked accordingly, and are at original scale (for shop drawings).

1.07 DISTRIBUTION

- A. Distribute copies of reviewed schedules to job site file, subcontractors, suppliers and other concerned entities.
- B. Instruct recipients to promptly report in writing, problems anticipated by projections shown in schedules.

END OF SECTION

SECTION 01.34.00

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Procedures for Submittals

1.02 RELATED REQUIREMENTS

- A. General Conditions of the Contract.
- B. Section 01.31.00: Progress Schedules
- C. Section 01.73.00: Operation and Maintenance Data

1.03 SHOP DRAWINGS

- A. Present in a clear and thorough manner. Title each drawing with project and Contract name and number; identify each element of drawings by reference to sheet number and detail, schedule or room number of Contract Documents.
- B. Identify field dimensions; show relation to adjacent or critical features of work or products.

1.04 PRODUCT DATA

- A. Submit only pages that are pertinent; mark each copy of standard printed data to identify pertinent products, reference to Specification Section and article number. Show reference standards, performance characteristics and capacities; wiring and piping diagrams and controls, component parts, finishes, dimensions and required clearances. Identify deviations from material specified.
- B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the work. Delete information not applicable.

1.05 SAMPLES

- A. Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures and patterns, for Architect selection.
- B. Submit samples to illustrate functional characteristics of products, including parts and attachments.
- C. Approved samples which may be used in work are indicated in the Specification Section.
- D. Label each sample with identification required for transmittal letter.

1.06 MANUFACTURER'S INSTRUCTIONS

- A. Manufacturer's instructions for storage, preparation, assembly, installation, start-up, adjusting, balancing and finishing.

1.07 CONTRACTOR REVIEW

- A. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents.
- B. Coordinate submittals with requirements of work and of Contract Documents.
- C. Sign or initial each sheet of shop drawings and product data and each sample label to certify compliance with requirements of Contract Documents. Notify Architect in writing of time of submittal, of any deviations from requirements of Contract Documents.
- D. Do not fabricate products or begin work which requires submittals until return of submittal with Architect acceptance.

1.08 SUBMITTAL REQUIREMENTS

- A. Transmit submittals in accordance with approved progress schedule and in such a sequence to avoid delay in the work or work of other contracts.
- B. Provide 8" x 4" blank space on each submittal for Contractor's and Architect's stamps.
- C. Apply Contractor's stamp, signed or initialed, certifying to review, verification of products, field dimensions and field construction criteria, and coordination of information with requirements of work and Contract Documents.
- D. Coordinate submittals into logical groupings to facilitate interrelation of the several items:
 - 1. Finishes which involve Architect selection of colors, textures or patterns.
 - 2. Associated items which require correlation for efficient function or for installation.
- E. Submit one (1) legible digital copy of shop drawings.
- F. Submit one (1) legible digital copy of product data and manufacturer's instructions.
- G. Submit number of samples specified in individual specification sections

1.09 RE-SUBMITTALS

- A. Make re-submittals under procedures specified for initial submittals, identify changes made since previous submittal.

1.10 DISTRIBUTION

- A. Duplicate and distribute reproductions of shop drawings, copies of product data and samples which bear Architect's stamp of approval to job site file, Record Documents file, Subcontractors, suppliers, other affected contractors and other entities requiring information.

END OF SECTION

SECTION 01.37.00
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures for preparation and submittal or Schedule of Values

1.02 RELATED REQUIREMENTS

- A. General Conditions of the Contract
- B. Section 01.01.00: Summary of the Work
- C. Section 01.02.70: Application for Payment

1.03 FORMAT

- A. Type schedule of AIA Documents G703 - Continuation Sheet for Application and Certificate for Payment
- B. Contractor's standard form or media-driven printout will be considered on request.
- C. Follow Table of Contents of project manual for listing component parts. Identify each line item by number and title of major specification sections.

1.04 CONTENT

- A. List installed value for each major item of work and each subcontracted item of work as a separate line item to serve as a basis for computing values for Progress Payments. Round off values to the nearest dollar.
- B. For each major subcontract, list products and operations of that subcontract as separate line items.
- C. Include work allowances within the line item of work.
- D. Coordinate listings with Progress Schedule.
- E. Component listings shall each include a directly proportional amount of Contractor's overhead and profit.
- F. For items on which payments will be requested for stored products, list sub-values for cost of stored products with taxes paid.
- G. The sum of values listed shall equal total Contract Sum.

1.05 SUBSTANTIATING DATA

- A. When Architect requires substantiating information, submit data justifying line item amounts in question.

- B. Provide one (1) copy of the data with cover letter for each copy of application. Show application number and date, and line item by number and description.

END OF SECTION

SECTION 01.50.00

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 Requirements Included for Construction Period

- A. Materials, General
- B. Water
- C. Sanitary Facilities
- D. Barriers
- E. Protection of installed work
- F. Electricity

1.02 RELATED REQUIREMENTS

- A. Section 01.01.00: Summary of Work
- B. Section 01.71.00: Final Cleaning

1.03 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with Federal, State and local codes and regulations and with utility company requirements.

PART 2 PRODUCTS

2.01 MATERIALS, GENERAL

- A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.02 WATER

- A. Connect to building's existing facilities; extend branch piping with outlets located so that water is available by use of hoses. Owner will pay for water used. Take steps to conserve use of water or lose privilege.

2.03 SANITARY FACILITIES

- A. If approved by the owner in advance, the Contractor may use sanitary facilities as designated by the Owner. Keep clean or lose privilege.
- B. The General Contractor has option to provide all necessary portable sanitary facilities for use by all workers for the duration of the project.

2.04 BARRIERS

- A. Provide as required to prevent public entry to construction areas and to protect facilities and adjacent properties from damage from construction operations.
- B. Protect the existing surrounding areas as required to prevent damage during construction. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling from continuous running water.

2.06 PROTECTION OF INSTALLED WORK

- A. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.

2.07 ELECTRICITY

- A. Provide construction type power cords required for construction operations needing 110 volt power. Owner will pay for the cost of the energy used if Owner's receptacles are used. Contractor's option: Provide portable generators.

PART 3 EXECUTION

3.01 GENERAL

- A. Maintain and operate systems to assure continuous service.
- B. Modify and extend systems as work progress requires.

3.02 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore existing facilities used for temporary services to original condition.
- D. Restore permanent facilities used for temporary services to specified condition.

END OF SECTION

SECTION 01.52.00
CONSTRUCTION AIDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Furnish, install and maintain required construction aids; remove on completion of work.

1.02 RELATED REQUIREMENTS

- A. Section 01.01.00: Summary of Work
- B. Section 01.50.00: Construction Facilities and Temporary Controls

PART 2 PRODUCTS

2.01 MATERIALS, GENERAL

- A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 CONSTRUCTION AIDS

- A. Each trade or contractor shall provide construction aids and equipment required by personnel and to facilitate execution of the work; ladders, runways, platforms, chutes and other facilities and equipment
- B. Maintain facilities and equipment in first class condition.

2.03 ACCESS

- A. Architect/Engineer and Owner must be provided with access to the work at all times.

PART 3 EXECUTION

3.01 PREPARATION

- A. Consult with Architect/Engineer; review site conditions and factors which affect construction procedures and construction aids, including adjacent properties and public facilities which may be affected by execution of the work.

3.02 GENERAL

- A. Comply with applicable requirements specified in individual Specification sections.
- B. Relocate construction aids as required by progress of construction, by storage or work requirements and to accommodate legitimate requirements of Owner and other Contractors employed at the site.

3.03 REMOVAL

- A. Completely remove temporary materials, equipment and services at completion of project.
- B. Restore existing facilities used for temporary purposes to original condition.
- C. Restore permanent facilities used for temporary purposes to specified condition.

END OF SECTION

SECTION 01.53.00

BARRIERS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Furnish, install and maintain suitable safety and weather barriers as required to prevent public entry, and to protect the work, existing facilities, from construction operations; remove when no longer needed, or at completion of work. Protect the public from injury around construction areas and dumpsters.

1.02 RELATED REQUIREMENTS

- A. Section 01.01.00: Summary of Work
- B. Section 01.52.00: Construction Aids

PART 2 PRODUCTS

2.01 MATERIALS - GENERAL

- A. Materials may be new or used, suitable for the intended purpose but must not violate requirements of applicable codes and standards.

PART 3 EXECUTION

3.01 GENERAL

- A. Install facilities of a neat and reasonable uniform appearance, structurally adequate for required purposes.
- B. Maintain barriers during entire construction period.
- C. Relocate barriers as required by progress of construction.

3.02 REMOVAL

- A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by Architect.
- B. Clean and repair damage caused by installation, fill and grade areas of the site to required elevations and slopes, and clean the area.

END OF SECTION

**SECTION
01.60.00**

MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Products
- B. Workmanship
- C. Manufacturer's Instructions
- D. Transportation and Handling
- E. Storage and Protection
- F. Substitutions and Product Options

1.02 RELATED REQUIREMENTS

- A. Section 01.01.00: Summary of Work
- B. Section 01.30.00: Submittals: Submittal of Manufacturers' certificates.
- C. Section 01.70.00: Contract Closeout
- D. Section 01.73.00: Operation and Maintenance Data
- E. Section 01.74.00: Warranties and Bonds

1.03 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
- D. Do not use materials and equipment removed from existing structure, except as specifically required, or allowed, by Contract Documents.

1.04 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to product workmanship or specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.03 MANUFACTURER'S INSTRUCTIONS

- A. When work is specified to comply with manufacturer's instructions, submit copies as specified in Section 01300, distribute copies to persons involved, and maintain one set in field office.
- B. Perform work in accordance with details of instructions and specified requirements. Should a conflict exist between Specifications and instructions, consult with Architect/Engineer.

1.06 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage: deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.07 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.
- E. After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.

1.08 PRODUCT OPTIONS

- A. Within 5 days after date of contract, submit complete list of major products proposed, with name of manufacturer, trade name and model.
- B. Options:
 - 1. Products specified only by reference standard: any product meeting that standard.
 - 2. Products specified by naming several manufacturers: products of any named manufacturer meeting Specifications.

3. Products specified by naming one or more manufacturers and "or equal": Submit a request for substitution for any manufacturer not specifically named.
4. Products specified by naming only one manufacturer: no option.

1.09 SUBSTITUTIONS

- A. Only within 5 days of date after contract will Architect/Engineer consider requests from contractor for substitutions. Subsequently, substitutions will be considered only when a product becomes unavailable due to no fault of contractor.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. Request constitutes a representative that contractor:
 1. Has investigated proposed product and determined that it meets or exceeds in all respect, specified product.
 2. Will provide the same warranty for substitution as far specified product.
 3. Will coordinate installation and the other changes which may be required for work to be complete in all respects.
 4. Waives claims for additional costs which may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on Shop Drawings or Product Data acceptance will require substantial revision of Contract Documents.
- E. Architect/Engineer will determine acceptability of proposed substitutions, and will notify contractor of acceptance or rejection in writing within a reasonable time.

END OF SECTION

**SECTION
01.61.00**

PART 1 GENERAL TRANSPORTATION AND HANDLING

1.01 REQUIREMENTS INCLUDED

- A. Packaging, Transportation
- B. Delivery and Receiving
- C. Product Handling

1.02 RELATED REQUIREMENTS

- A. Section 01.01.00: Summary of Work
- B. Section 01.62.00: Storage and Protection
- C. Individual Specification Sections: Specific requirements for packaging, shipping and handling.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 PACKAGING, TRANSPORTATION

- A. Require supplier to package products in boxes or crates for protection during shipment, handling and storage. Protect sensitive products against exposure to elements and moisture.
- B. Protect sensitive equipment and finishes against impact, abrasion and other damage.

3.02 DELIVERY AND RECEIVING

- A. Arrange deliveries of products in accordance with construction progress schedules. Allow time for inspection prior to installation.
- B. Coordinate deliveries to avoid conflict with work and conditions at site, work of other contractors or Owner, limitations on storage space, availability of personnel and handling equipment.
- C. Deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.
- D. Clearly mark partial deliveries of component parts of equipment to identify equipment and contents or permit easy accumulation of parts and to facilitate assembly.

- E. Immediately on delivery, inspect shipment to assure:
 - 1. Product complies with Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Accessories and installation hardware are correct.
 - 4. Containers and packaging are intact and labels legible.
 - 5. Products are protected and undamaged.

3.03 PRODUCT HANDLING

- A. Arrange for construction personnel to be present to receive deliveries, and provide equipment and personnel to handle products, including those provided by Owner, by methods to prevent soiling and damage.
- B. Provide additional protection during handling to prevent marring and otherwise damaging products, packaging and surrounding surfaces.
- C. Handle products by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

END OF SECTION

SECTION 01.63.00

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor's options in selection of products
- B. Products List
- C. Requests for substitution of products

1.02 RELATED REQUIREMENTS

- A. Instructions to Bidders
- B. Supplementary General Conditions
- C. Section 01.34.00: Shop Drawings, Product Data and Samples
- D. Section 01.73.00: Operation and Maintenance Data

1.03 OPTIONS

- A. Products specified by Reference Standards or by descriptions only: Any products meeting those standards.
- B. Products specified by naming one manufacturer. Submit a request for substitution for any manufacturer not specifically names. Architect may accept substitutions or may insist upon products named.
- C. Products specified by naming several manufacturers: products of named manufacturers meeting specifications; no options, no substitutions.

PART 2 PRODUCT LIST

- A. Within fifteen (15) days after the date of Owner-Contractor Agreement, transmit three (3) copies of a list of major products which are proposed for installation; include name of manufacturer. Pdf's also acceptable.
- B. Tabulate products by specifications section number, title and article number.
- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation and reference standards.
- D. Architect will reply in writing within (15) fifteen days stating whether there is reasonable objection to listed items. Failure to object to a listed item shall not constitute a waiver or requirements on Contract Documents.

2.01 LIMITATIONS ON SUBSTITUTIONS

- A. During bidding period, Supplementary General Conditions and Instructions to Bidders govern times for submitting requests for substitutions under requirements specified in this section.

- B. Requests for substitutions of products will be considered only within thirty (30) days after the date of Owner-Contractor Agreement. Subsequent requests will be considered only in case of product unavailability or other conditions beyond the control of the Contractor.
- C. Substitutions will not be considered when indicated on shop drawings or product data submittals without separate formal request, when requested directly by subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
- D. Substitute products shall not be ordered or installed without written acceptance.
- E. Only one (1) request for substitution for each product will be considered. When substitution is not accepted, provide specified product.
- F. Architect will determine acceptability of substitutions.

2.02 REQUESTS FOR SUBSTITUTIONS

- A. Submit separate request for each substitution. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents.
- B. Identify product by Specification Section and Article numbers. Provide manufacturer's name and address, trade name of product and model or catalog number. List fabricators and suppliers as appropriate.
- C. Attach product data as specified in Section 01340.
- D. List similar projects using product, dates of installation and names of Architect and Owner.
- E. Give itemized comparison of proposed substitution with specified product, listing variations, and reference to Specification Section and Article number.
- F. Give quality and performance comparison between proposed substitution and the specified product.
- G. Give cost data comparing proposed substitution with specified product, and amount of net change to Contract Sum.
- H. List availability of maintenance services and replacement materials.
- I. State effect of substitution on construction schedule, and changes required in other work or products.

2.03 CONTRACTOR REPRESENTATION

- A. Request for substitution constitutes and represents that Contractor has investigated proposed product and has determined that it is equal or superior in all respects to specified product or that the cost reduction offered is ample justification for accepting the offered substitution.

- B. Contractor will provide same warranty for substitution as for specified product.
- C. Contractor will coordinate installation of accepted substitute, making such changes as may be required for work to be complete in all respects.
- D. Contractor certifies that cost data presented is complete and includes all related costs under this Contract.
- E. Contractor waives claims for additional costs related to substitution which may later become apparent.

2.04 SUBMITTAL PROCEDURES

- A. Submit legible digital copy for request for substitution.
- B. Architect will review contractor's requests for substitutions with reasonable promptness.
- C. After award of contract, Architect will notify contractor, in writing, of decision to accept or reject requested substitution within fifteen (15) days.
- D. For accepted products, submit shop drawings, product data, and samples under provisions of Section 01.34.00.

END OF SECTION

SECTION 01.70.00
CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the work.

1.02 RELATED REQUIREMENTS

- A. Conditions of the Contract. fiscal provisions, legal submittals and additional administrative requirements.
- B. Section 01.71.00: Cleaning
- C. Section 01.74.00: Warranties and Bonds
- D. The respective sections of Specifications: Closeout Submittals Required of Trades

1.03 SUBSTANTIAL COMPLETION

- A. When contractor considers the work is substantially complete, he shall submit to the Architect:
 - 1. A written notice that the work is substantially complete, he shall submit to the Architect:
 - 2. A list of items to be completed or corrected
- B. Within a reasonable time after receipt of such notice, the Architect will make an inspection to determine the status of completion.
- C. Should the Architect determine that the work is not substantially complete:
 - 1. The Architect will promptly notify the Contractor in writing, giving the reasons therefore.
 - 2. The Contractor shall remedy the deficiencies in the work, and send a second written notice of substantial completion to the Architect.
 - 3. The Architect will reinspect the work. All punch list items must be completed within seven (7) days of Substantial Completion.
- D. When Architect concurs that the work is substantially complete, he will:
 - 1. Prepare a Certificate of Substantial Completion on AIA Form G704, accompanied by Contractor's list of items to be completed or corrected as verified and amended by the Architect.
 - 2. Submit the certificate to Owner and Contractor for their written acceptance of the responsibilities assigned to them in the certificate.

1.04 FINAL INSPECTION

- A. When the Contractor considers the work is complete, he shall submit written certificate that:

1. Contract Documents have been reviewed
 2. Work has been inspected for compliance with Contract Documents
 3. Work has been completed in accordance with Contract Documents
 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 5. Work is completed and ready for final inspection.
- B. The Architect will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the Architect consider that the work is incomplete or defective:
1. The Architect will promptly notify the Contractor in writing, listing the incomplete or defective work.
 2. The Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certificate to the Architect that the work is complete.
 3. The Architect will reinspect the work.
- D. When the Architect finds that the work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.05 REINSPECTION FEES

- A. Should the Architect perform reinspections due to failure of the work to comply with the claims of status of completion made by the Contractor:
1. The Contractor will compensate the Architect for such additional services at his normal hourly rate prior to the Architect's approval of final retainage.

1.06 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ARCHITECT

- A. Evidence of Compliance with requirements of governing authorities:
1. Certificate of Occupancy
 2. Certificates of Inspection
- B. Project Record Documents: to requirements of Section 01.72.00.
- C. Operating and Maintenance Data, Instructions to Owner's Personnel: to the requirements of Section 01.73.00.
- D. Warranties and Bonds: To requirements of Section 01.74.00 and Technical Sections.
- E. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions
- F. Certificate of Insurance for Products and Completed Operations

1.07 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to Architect
- B. Statement shall reflect all adjustments to the Contract Sum

1. The original Contract Sum
 2. Additions and deductions resulting from:
 - a. Previous Change Orders
 - b. Deductions for uncorrected work
 - c. Allowances
 - d. Deductions for Liquidated Damages
 - e. Deductions for reinspection payments
 - f. Other adjustments
 3. Total Contract Sum, as adjusted
 4. Previous payments
 5. Sum remaining due
- C. The Architect will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

- A. The Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

END OF SECTION

SECTION 01.71.00

FINAL CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Final Cleaning of Project

1.02 RELATED REQUIREMENTS

- A. General Conditions
- B. Section 01700: Contract Closeout
- C. Individual Specification Sections: Specific cleaning for product or work

1.03 DESCRIPTION

- A. Execute cleaning prior to inspection for Substantial Completion.

PART 2 PRODUCTS

2.01 CLEANING MATERIALS

- A. Use materials which will not create hazards to health or property, and which will not damage surfaces.
- B. Use only materials and methods recommended by manufacturer of material being cleaned

PART 3 EXECUTION

3.01 CLEANING

- A. In addition to removal of debris and cleaning specified in other Sections, clean interior and exterior exposed to view surfaces.
- B. Remove temporary protection and labels not required to remain.
- C. Clean finishes free of dust, stains, films, glue and other foreign substances.
- D. Maintain cleaning until Substantial Completion.
- E. Remove waste, debris and surface materials from site including nails and material scraps.
- F. Use the utmost care to prevent dust and debris from leaving the work area and spreading around the site.

END OF SECTION

SECTION 01.74.00
WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Preparation of Submittal of Warranties and Bonds.
- B. Schedule of Submittals.

1.02 RELATED REQUIREMENTS

- A. Instructions to Bidders.
- B. General Conditions.
- C. Section 01.70.00: Contract Closeout
- D. Individual Specification Sections: Warranties and Bonds required for specific products or work.

1.03 FORM OF SUBMITTALS

- A. Bind in commercial quality 8-1/2 inch x 11 inch three-ring binders with cleanable, plastic covers. Digital copies will be acceptable in lieu of paper in binders.
- B. Label cover of each binder with typed or printed title "WARRANTIES AND BONDS", with title of project, name, address, and telephone number of Contract, and name of responsible principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the Specification Section in which specified, and the name of product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier and manufacturer, with name, address and telephone number of responsible principal.

1.04 PREPARATION OF SUBMITTALS

- A. Obtain warranties or bonds, executed in duplicate by responsible Subcontractors, suppliers and manufacturers, within ten (10) days after the completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until date of Substantial Completion is determined.
- B. Verify that documents are in proper form and contain full information.
- C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittals.

1.05 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) days after acceptance.
- B. Make other submittals within ten (10) days after date of Substantial Completion, prior to final Application for Payment.
- C. For items of work when acceptance is delayed beyond date of Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the warranty period.

1.06 CONTRACTOR'S WARRANTY

- A. Provide original contractor's written two (2) year written warranty for all materials and labor to make any and all repairs and replacements on the project.
- B. Additional warranties required elsewhere , especially in Section 07.30.00.

END OF SECTION

Technical Requirements

SECTION 02.07.20
MINOR DEMOLITION FOR REMODELING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Remove designated building equipment and fixtures.

1.02 SUBMITTALS

- A. Submit demolition and removal procedures and schedule in accordance with Section 01300.

1.03 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with adjacent building areas and Owners normal operations. Maintain protected egress and access at all times.
- B. Provide, erect, and maintain temporary barriers and security devices.

1.04 PREPARATION AND EXECUTION

- A. Demolish in an orderly and careful manner. Protect existing items and finishes which are not indicated to be altered. Contractor is held responsible for damage permitted.
- B. Except where noted otherwise, immediately remove demolished materials from site. Legally dispose of all debris and rubbish off site at no cost to the Owner.
- C. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.
- D. Do not burn or bury materials on site.
- E. Remove demolished materials from site as work progresses. Do not allow accumulation of rubbish. Pick up debris daily. Upon completion of work leave areas of work in clean condition. Owner's judgment is final.
- F. Use plastic sheeting to protect adjacent finishes and prevent dust and debris from spreading throughout the rest of the unit.

1.05 REMOVAL SCHEDULE:

- A. Remove all existing roof shingles, flashing, and underlayment down to the deck. Remove gutters, but retain downspouts for reuse. Replace where damaged during construction.

END OF SECTION

SECTION 07.30.00
ASPHALT SHINGLES

PART 1 GENERAL

1.00 GENERAL REQUIREMENTS

- A. The general provisions of the Contract, including General and Division 1 Specifications Sections apply to this Section.

1.01 SCOPE OF WORK

- A. The general scope of work consists of installation of an asphalt shingle roofing system including but not limited to: asphalt roof shingles, self-adhering membrane leak barrier (entire roof), aluminum drip edge, nails and all necessary fasteners, plastic cement and other sealants, vent piping flashing, and all other items necessary for a watertight roof system installation.
- B. Metal Drip edge shall be installed on all edges including rakes and eaves.
- C. Self-adhering membrane leak barrier to be applied to entire roof areas.

1.02 QUALITY ASSURANCE

- A. Provide certificate of compliance from shingle manufacturer for ASTM and UL Standards, indicating conformance to Contract requirements.
- B. Maintain one (1) copy of manufacturer's application instructions on site.
- C. All shingles shall have same Lot Number.

1.03 DELIVER, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's unopened, labeled bundles, rolls or containers.
- B. Store materials to avoid water damage and store rolled goods on end. Comply with manufacturer's recommendations for job-site storage and protection.

1.04 JOB CONDITIONS

- A. Substrate: Proceed with shingle work only after substrate construction and penetrating work have been completed.
- B. Weather Conditions: Proceed with shingle work only when weather conditions are in compliance with manufacturer's recommendations and,
- C. **WHEN SUBSTRATE IS COMPLETELY DRY,**
- D. **ABSOLUTELY NO WORK WILL BE DONE IN THE RAIN OR SNOW!!**
- E. **NO SHINGLE WORK SHALL BE PERFORMED WHEN THE AIR TEMPERATURE IS BELOW 32° F!!**

1.05 SPECIFIED PRODUCT WARRANTY

Contractor shall provide **all** of the following:

A. GAF Shingle & Accessory Limited Warranty for:

GAF® Lifetime Shingles covering manufacturing defects (100% coverage for materials for any other type of owner or building) for 40 years with the first 5 years non-prorated with the use of three or more GAF Accessory Products (GAF Ridge Cap Shingles, GAF Starter Strip Shingle, GAF Leak Barrier, GAF Roof Deck Protection, GAF Cobra). Coverage also includes algae discoloration for 10 years.

B. GAF Weather Stopper System Plus Limited Warranty for:

Shingle roof system to be installed by a GAF® Authorized Home Builder, GAF® Certified Contractor or Certified GAF® Master Elite™ Contractor only. Additional coverage to include manufacturing defects (100% coverage for materials and labor for any other type of owner or building) for 40 years with the first 20 years non-prorated. Coverage to also include algae discoloration for 10 years.

C. The Contractor shall provide the Owner with a copy of the Bill of Sale for the Shingles clearly indicating the product, quantity, purchase date, and a note indicating the project for which the product is intended.

D. Warrantees and other required documentation must have: Owner's name and address; project name and address; start date and end date of coverage; original signature of duly authorized representative of the manufacturer.

E. Satisfactory delivery of warrantees shall be precedent to final payment.
Note: The Owner and Architect are not responsible for submitting/registering any product information paperwork or online to obtain warranties. Warranties are the sole responsibility of the contractor.

F. If Contractor submits another shingle manufacturer, the submittal must include a certification by an authorized representative of that company, that the warranty will be at least equal to the warranty specified above.

1.06 SUBMITTALS

A. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria and product limitations.

B. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.

C. Certificate of Compliance: Provide Certificate of Compliance from an independent laboratory indicating that the asphalt fiberglass shingles made in normal production meet or exceed the requirements of the following:

1. ASTM E 108/UL 790 Class A Fire Resistance
2. ASTM D 3161/UL 997 Wind Resistance.
3. ASTM D 3462

PART 2 PRODUCTS

2.01 ASPHALT SHINGLES

- A. Conforming to ASTM D 3018 Type I – Self-Sealing; UL Certification of ASTM D 3462, ASTM D 3161 Class “F” (110-mph)/UL997 Wind Resistance, ASTM D 7158 Class H, glass fiber mat base; ceramically colored/UV resistant mineral surface granules across entire face of shingle; algae-resistant; “Tri-laminate”: three-layer laminated four tab shingle. Weight: 305 pounds per square (100 square feet). Color as selected by Architect and Owner from manufacturer’s standards.
- B. Available Products: Subject to compliance with contract requirements, products which may be incorporated into the work include the following:
 - 1. Basis of Design: **GAF Timberline HDZ**
 - 2. Equal approved by the Architect and in accordance with General Conditions. Equals will be determined by comparison to products specified herein.
- C. Ridge Caps – Use manufacturer’s Distinctive Premium Ridge Caps designed for use with the Specified Product. Basis of Design: **GAF Timbertex**.
- D. Starter Shingles – self-sealing starter shingles designed for premium roof shingles. Basis of Design: **GAF WeatherBlocker**.

2.02 Asphalt Plastic Cement

- A. Rubber reinforced asphalt cement with mineral fibers complying with ASTM D-4586 Type 1, ASTM D 3409 and federal Spec SS-C-153 Type 1 (Asbestos-Free) designed for trowel application. Material shall be **Karnak #19 Ultra Rubberized Flashing Cement** or equal.

2.03 Ridge Vent:

- A. Provide continuous ridge vent complete with end caps. Use manufacturer’s Distinctive Ridge Caps designed for use with the Specified Product. Net free vent area equal to 18 sq. in. per ft., by:
 - 1. Basis of Design: **Cobra Snow Country Advanced**

2.04 Membrane Leak Barrier (entire roof area):

- A. Provide cross laminated, high density, self adhering, self-sealing, bituminous membrane, 36” wide, with non skid surface. Membrane must be compatible with shingles and asphalt saturated felt underlayment. Ice and water shield selection shall not alter the shingle warranty. Acceptable products include:
 - 1. Basis of Design: GAF – **WeatherWatch**

2.05 Nails:

- A. Hot-dip galvanized 11 or 12-gage, sharp pointed, conventional roofing nails with barbed shanks, minimum 3/8" diameter head and of sufficient length to

penetrate through sheathing. Nails shall meet ASTM A-153 Hot Dip Galvanizing Spec.

2.06 Aluminum Drip Edge:

- A. Minimum .024" aluminum sheet style-D drip edge , brake-formed to provide a minimum 1¼" inch edge flange with 3/8" drip at lower edge by minimum 6 1/2" roof deck flange. Furnish in 8' or 10' lengths. Do install drip edge in pieces shorter than 24". Color to be selected by Architect.

2.07 Metal Flashing:

- A. Aluminum Step Flashing: 0.027" minimum mill finished aluminum. Typically 7" x 10" bent to 7" x 5" or cut to sizes and configurations required for the job.
- B. Counter flashing at cheek walls: It is expected that any flashing under the shingles will be removed and disposed as part of the demolition in Work. Furnish and install 0.027" minimum mill finished aluminum roll stock. Remove and reinstall existing siding as necessary to apply the required waterproofing and metal flashing.

2.08 Roof Plumbing Vent Flashings

- A. Furnish and install new Oatey Aluminum Base no-caulk Plumbing Pipe Penetration Flashing with black neoprene base at all plumbing penetrations, size to fit existing vent stack.

2.09 Single Source

- A. Furnish and install products from same manufacturer. This includes: shingles, ridge cap shingles, starter shingles, membrane leak barrier, roof deck protection, and ridge vent. All other roofing products must not affect roof warranty.

PART 3 EXECUTION

3.01 INSPECTION

- A. Examine substrate and conditions under which shingling work is to be performed and must notify the Owner in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected.

3.02 PREPARATION OF SUBSTRATE

- A. Clean substrate of any projections and substances detrimental to shingling work. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with roofing nails. Sweep substrate clean before application of underlayment and membrane.
- B. Coordinate installation of shingles with flashing and other adjoining work to ensure proper sequencing. Do not install shingle roofing until all vent stacks and other penetrations through roofing have been installed and are securely fastened against movement.

3.03 ROOFING INSTALLATION

- A. General: Comply with instructions and recommendations of shingle manufacturer, except to extent more stringent requirements are indicated in these Contract Documents.
- B. Membrane Leak Barrier Underlayment: Furnish and install continuous rubberized membrane underlayment over entire roof areas. Install rubberized membrane underlayment according to manufacturer's instructions.
- C. Membrane Flashing at Ridges, Valleys and Eaves: Furnish and install continuous rubberized membrane underlayment over entire roof areas. Provide sufficient protection membrane around the vent pipes, chimneys, and any other roof penetrations. Install rubberized membrane underlayment according to manufacturer's instructions.
- D. Membrane Flashing at Valleys: For "Woven" valleys first place one 36" wide ply of specified rubberized membrane flashing, centered over the valley. Lap joints a minimum of 6" with laps headed downward. Follow membrane manufacturer's installation instructions.
- E. Membrane Flashing at Roof Vents – Cover metal flanges of roof vents with strips of rubberized membrane (minimum 12" wide) Starting at the bottom and lapping sides and top a minimum of 3".
- F. Shingles: Install manufacturer's starter strip or a course of the specified shingles with tabs removed; fasten shingles in pattern, weather exposure and number of fasteners per shingle as recommended by manufacturer. Use horizontal and vertical chalk lines to ensure straight coursing.
Inverting a course of shingles is NOT an Acceptable Starter Course
- G. Comply with installation details and recommendations of shingle manufacturer and NRCA Steep Roofing Manual.
- H. Flashing and Edge Protection: Install metal flashing, vent flashing and edge protection, as indicated and in compliance with details and recommendations of the NRCA Steep Roofing Manual.
- I. Flashing at Vertical Walls: Build in step flashing at each course of shingles as work progresses. Apply plastic cement at roof surfaces of each piece of flashing.
- J. Valley Treatment: Provide a "closed" (woven) valley. Lay shingles on both sides of valley, carrying them across valley centerline an up opposite side a minimum of 12 inches. Nail no closer than 6 inches to the centerline of the valley. The centerline of the weave is requires to align exactly with the centerline of the framed valley.
- K. Vent Pipe Flashing: Protect and re-use existing copper plumbing penetration flashings. Bound in pipe flashing by applying shingles up to pipes. Cut hole in shingles for pipe in next course. Place a bed of roofer's cement around opening and set shingle in mastic. Apply rubberized membrane over and around metal flashing. Cut shingles in next course around opening and bed into mastic.

- L. Flashing at Roof Exhaust Fans and at Intersecting roofs: Cut shingles to step and counter flash each course. Place a bed of asphalt plastic cement around opening and set shingle in mastic.
- M. Ridge Vents: Install in accordance with manufacturer's instructions. Contractor should provide cap shingles on all ridges, with vent.

END OF SECTION

SECTION 07.63.10
GUTTERS AND DOWNSPOUTS

PART I GENERAL

1.01 SECTION INCLUDES

- A. Aluminum gutters and downspouts at edge of roof, where shown on drawings.

1.02 REFERENCES

- A. SMACNA: Architectural Sheet Metal Manual.

1.03 SUBMITTALS

- A. Submit shop drawings and product data.
- B. Indicate on shop drawings, general construction, configurations, jointing methods and locations, fastening methods, locations, and installation details.
- C. Provide product data on prefabricated components.
- D. Submit physical samples of each component to be used.
- E. Submit manufacturer's installation instructions.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site undamaged, and store and protect accordingly.
- B. Stack preformed and prefinished material to prevent twisting, bending, or abrasion, and to aid ventilation. Slope to drain.
- C. Prevent contact with materials during storage which may cause discoloration, staining, or damage.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Six (6") inch seamless, K-style, aluminum gutters both eaves of gym roof, where shown on drawings.
- B. 3" x 4" aluminum downspouts may remain in place in good condition. Replace with new if damaged during construction
- C. Accessories: elbows, bends, hangers, anchors.
- D. Substitutions: with Architect's approval.

2.02 MATERIALS

- A. Seamless aluminum gutter minimum 0.032" thick, with baked on paint, and hanger brackets at 24" o.c. maximum .

- B. Aluminum downspouts, .027" white baked on paint, and anchors at 6'-0" o.c. minimum.

2.03 COMPONENTS

- A. All hanger brackets, anchors, nails, elbows, etc. required for a complete installation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work and conditions are as indicated on shop drawings.
- B. Beginning of installation means acceptance of existing conditions.

3.02 INSTALLATION

- A. Install gutters and downspouts in a workmanlike manner without leaks.
- B. Use stainless steel fasteners and employ additional means between dissimilar metals to prevent galvanic action and future corrosion.

END OF SECTION

SECTION 07.90.00
JOINT SEALANTS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Clean and prepare surfaces to receive sealant materials.
- B. Install sealant for installation of door frames as shown on drawings.
- C. Install sealant for roofing and flashing.
- D. Install sealant for windows.
- E. Install sealant at all other exterior penetrations to provide weathertight envelope.

1.02 REFERENCE STANDARDS

- A. ASTM C804 - Recommended Practices for Use of Solvent Release Type Sealants.
- B. ASTM D1056 - Specification for Flexible Cellular Materials Sponge or Expanded Rubber.
- C. ASTM D1565 - Specification for Flexible Cellular Materials - Vinyl Chloride Polymers and Copolymers (Open Cell Foam).
- D. FS SS-S-156 - Sealer: Cold Application Emulsion Type, For Joints in Concrete.
- E. FS TT-S227B - Sealing Compound, Rubber Base, Two Component.
- F. FS TT-S-002300 - Sealing Compound, Elastomeric Type, Single Component.
- G. FS TT-S-001543A - Sealing Compound, Silicone Rubber Base.

1.03 PRODUCT DATA

- A. Submit Product Data in accordance with Section 01340.
- B. Submit manufacturers' descriptive literature including surface preparation and installation instructions.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Tremco Manufacturers Company
- B. Thiokol Chemical Corporation.
- C. W.R. Grace Co.
- D. Approved equal in conformance with Section 01630.

2.02 SEALANT MATERIALS

- A. Tremco Dymonic® FC is a high-performance, fast-curing, single-component, low modulus, hybrid sealant, formulated with proprietary silane end-capped polymer technology.

2.03 PREPARATORY MATERIALS

- A. Primers: Non staining types recommended by manufacturer.
 - 1. Tremco No. 1
 - 2. Tremco No. 2
 - 3. Tremco No. 10

PART 3 EXECUTION

3.01 GENERAL

- A. Maintain Workmanship of the highest quality in accordance with best trade practice. Perform all work in accordance with ASTM C804.
- B. Clean and prepare joints in accordance with manufacturer's recommendations. Remove any loose materials and other foreign matter which might impair adhesion of sealant.
- C. Ensure that joint forming materials are compatible with sealant.
- D. Examine joint dimensions and size materials to achieve required width/depth ratios. Use joint filler to achieve required joint depths, to allow sealants to perform properly. Use bond breakers where required.
- E. Apply sealant within recommended temperature ranges. Consult manufacturer when sealant cannot be applied within recommended temperature ranges.
- F. Form joints concave, free of air pockets, embedded matter, ridges and sags.

3.02 INSTALLATION DETAILS

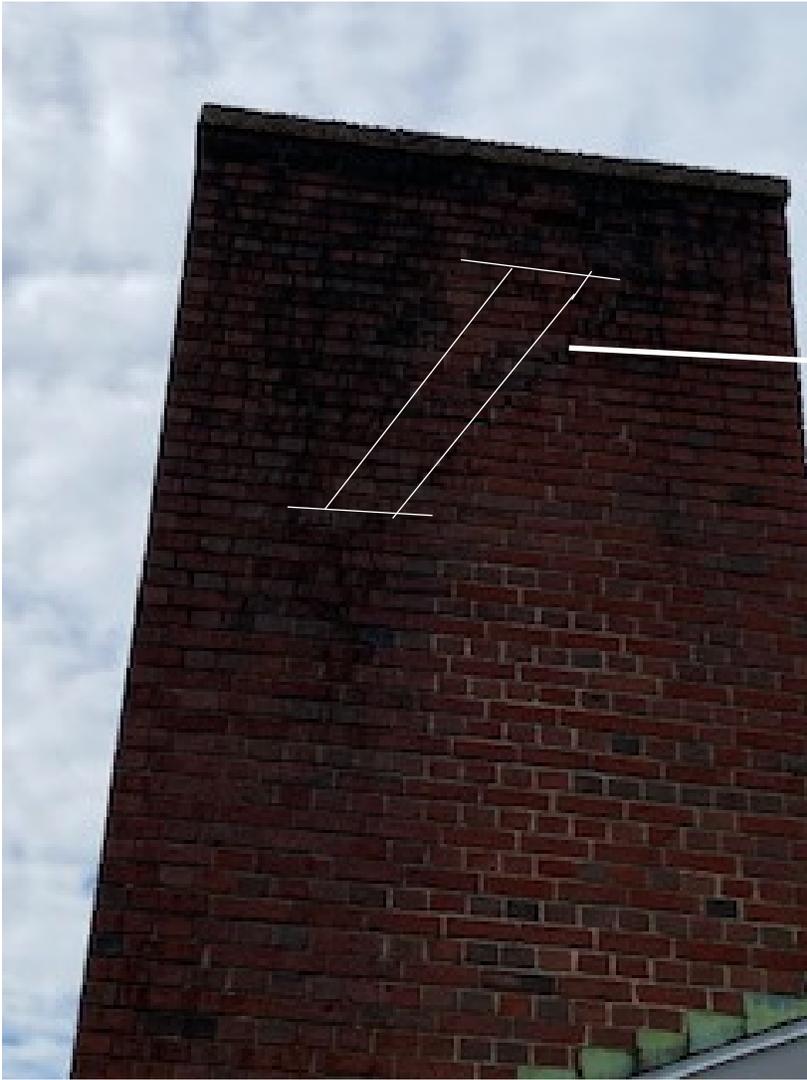
- A. See drawings for locations and details.

END OF SECTION

PICTURES







Area of Repointing