

**HIGH STREET DRAINAGE IMPROVEMENTS PROJECT**

**HIGH STREET  
BRIDGEWATER, MASSACHUSETTS**

**BID DOCUMENTS**

**SLR No. 21408.00002  
June 2025**

**PREPARED FOR:**

**THE TOWN OF BRIDGEWATER  
66 CENTRAL SQUARE  
BRIDGEWATER, MA 02324**

**PREPARED BY:**

**SLR INTERNATIONAL CORPORATION  
99 REALTY DRIVE  
CHESHIRE, CT 06410**

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**INVITATION TO BID**

(Notice to Bidders)

TOWN OF BRIDGEWATER

HIGH STREET DRAINAGE IMPROVEMENTS PROJECT

The Town of Bridgewater will receive sealed bids for the High Street Drainage Improvements Project, until **12:59 PM, local time, on Thursday, July 17, 2025**, at the Memorial Building, Public Works Administration Office, 25 South Street, Bridgewater, MA 02324, at which time and place they will be opened publicly and read aloud.

The Bids shall be marked "High Street Drainage Improvements" and shall be prepared in accordance with the Bid Documents.

The Town of Bridgewater will conduct a Pre-Bid Conference and site showing on **Wednesday, June 25, 2025, at 10:00 AM, at the Highway Barn Parking Lot, 151 High Street**. Attendance at the site showing is optional. All questions and requests for clarification must be received in writing via email to **DPWBIDS@Bridgewaterma.org** by **5:00 PM on Thursday, July 3, 2025**. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda by **Thursday, July 10, 2025**, and emailed to all parties. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidders' responsibility to ensure that they have received all Project Addenda.

The work under this Contract consists of replacement of deteriorating corrugated metal pipe (CMP) drainage infrastructure with reinforced concrete pipe (RCP) within a major Town roadway. Block structure catch basins and manholes will also be replaced with precast concrete structures. This project also includes mill and overlay within High Street, granite curb replacement, asphalt sidewalk restoration, and lawn restoration in the vicinity of the drainage repairs.

The Town of Bridgewater will evaluate all bids on the basis of the Total Base Construction Cost bid price (page F-8, 4.1).

Bid Documents, including Plans and Specifications for the proposed work, may be obtained by emailing **DPWBIDS@BridgewaterMA.org**, on and after **Tuesday, June 17, 2025**. Bid Documents will also be available for review only at the Memorial Building, 25 South Street, between the hours of 9:00 AM and 3:00 PM, Monday through Thursday and from 9:00 AM to 12:00 PM on Friday. All inquiries in reference to technical issues shall be directed to **DPWBIDS@BridgewaterMA.org**.

Bidders shall be pre-qualified by the Massachusetts Department of Transportation. Only bidders pre-qualified by MassDOT may receive an official proposal format of the bidding documents.

Bidders are notified that the project has been awarded state funding and the project must adhere to strict completion dates to be eligible for funding. **Substantial Completion shall be by October 31, 2025, and Final Completion shall be by December 31, 2025**. Contractor shall pay penalties for delays beyond these agreed upon dates.

General bids must be accompanied by a certified check or bid bond, subject to the conditions contained in the Instruction to Bidders. The amount of the bid deposit shall not be less than five (5) percent of the value of the bid, payable to the Town of Bridgewater, Massachusetts. A bid may not be withdrawn by the bidder for a period of sixty (60) days, excluding Saturdays, Sundays, and legal holidays, after the day of the bid opening. The successful bidder must furnish a 100 percent Performance Bond and a 100 percent Payment Bond with a Massachusetts licensed surety company satisfactory to the Town of Bridgewater. Complete instructions for the filing bids are included in the Instructions to Bidders.

Bids shall be made on the basis of the Prevailing Wage Rates as determined by the Division of Occupational Safety pursuant to the provisions of Chapter 149, Sections 26 to 27D inclusive, of Massachusetts General Laws.

The Town of Bridgewater reserves the right to waive any informality in, or to reject, any or all bids if deemed to be in the best interests of the Town of Bridgewater.

**Department of Public Works**  
Town of Bridgewater, MA

## INSTRUCTIONS TO BIDDERS

## **1. Defined Terms.**

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (2002 Edition) have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and the plural thereof.

- 1.1. Bidder – one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder
- 1.2. Issuing Office – the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3. Successful Bidder - the lowest responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

## **2. Copies of Bidding Documents.**

- 2.1. Complete sets of the Bidding Documents in the number stated in the Advertisement or Invitation may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid).
- 2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

## **3. Qualifications of Bidders.**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening upon Owner's request detailed written evidence such as financial data, previous experience present commitments and other such data as may be called for below (or in Supplementary Instructions). Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

## **4. Examination of Contract Documents and Site.**

- 4.1. It is the responsibility of each Bidder before submitting a Bid:

- 4.1.1. To examine the Contract Documents and other related data identified in the Bidding Documents (including "technical data") referred to below;
- 4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, Progress, performance or furnishing of the Work;
- 4.1.3. To consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work;
- 4.1.4. To study and carefully correlate Bidder's observations with the Contract Documents and such other related data; and
- 4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between Contract Documents and such other related documents.

- 4.2. Reference is made to the Supplementary Conditions for the identification of:

- 4.2.1. Those reports of explorations and tests of subsurface at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions of the site, nor upon the completeness thereof for the purposes of bidding or construction.
- 4.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in

preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions of the site, nor upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as paragraph 4.02 of the General Conditions has been identified. Bidder is responsible for any interpretation or conclusion drawn from "technical data" or any such data, interpretations, opinions or information.

- 4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Paragraphs 4.02 and 4.03 of the General Conditions.
  - 4.4 Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
  - 4.5 On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such examinations, investigations, explorations, tests and studies.
  - 4.6 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown on or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.
  - 4.7 The provisions of 4.1 through 4.6, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Paragraph 4.06 of the General Conditions.
- 5. Availability of Lands for Work, etc.**
- The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 6. Interpretations.**
- 6.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda emailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

**7. Bid Security.**

7.1. Each Bid must be accompanied by Bid Security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 5.01 of the General Conditions.

7.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security and met the other conditions of the Notice of Award, whereupon it will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 10 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" or the thirty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid Security of other Bidders will be returned within seven days after the Bid opening.

**8. Contract Times.**

The number of days within which or the dates by which the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.01 of the General Conditions) are set forth in the Agreement (or incorporated therein by reference to the Bid Form).

**9. Liquidated Damages.**

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

**10. Substitute Material and Equipment.**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.17, 6.7.2 and 6.7.3 of the General Conditions which may be supplemented in the General Requirements.

**11. Subcontractors, etc.**

11.1. If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence or qualification for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

11.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's Written consent.



- 11.3. No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

**12. Bid Form**

- 12.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer.
- 12.2. All blanks on the Bid Form must be completed by printing in ink or by typewriter.
- 12.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 12.4. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.5. All names must be typed or printed in black ink below the signature.
- 12.6. The Bid shall contain an acknowledgment of receipt, of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 12.7. The address to which communications regarding the Bid are to be directed must be shown.
- 12.8. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State Contractor license number, if any, must also be shown.

**13. Submission of Bids.**

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

**14. Modification and Withdrawal of Bids.**

- 14.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 14.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

**15. Opening of Bids.**

Bids will be opened publicly. An abstract of the amounts of the Base Bid and major Alternates (if any) will be made available to Bidders after the Bid opening.

**16. Bids to Remain Subject to Acceptance**

All Bids shall remain subject to acceptance for 35 days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

## **17. Award of Contract.**

- 17.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the successful Bidder. Discrepancies between the multiplication of unit of work and unit prices will be resolved in favor of the unit prices. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 17.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 17.3. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- 17.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 17.5. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- 17.6. If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within thirty-five days after the day of the Bid opening.

## **18. Contract Security.**

Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner it shall be accompanied by the required performance and payment Bonds.

## **19. Signing of Agreement.**

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement to Owner with all other Contract Documents attached. Within ten days thereafter Owner will deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of Drawings with appropriate identification.

## **20. Special Legal Requirements.**

All bids shall be submitted in accordance with all requirements of all laws and regulations governing the performance of work on the Project. Bidder warrants and represents that it has read and is familiar with all such requirements

**BID BOND**

PROJECT:           High Street Drainage Improvements  
                      Bridgewater, Massachusetts

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

\_\_\_\_\_

as PRINCIPAL, AND \_\_\_\_\_  
and SURETY, are held and firmly bound unto the Town of Bridgewater, Massachusetts, hereinafter called the  
OWNER in the penal sum of \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the  
accompanying bid, dated \_\_\_\_\_, 20\_\_, for  
\_\_\_\_\_.

NOW THEREFORE, if the Principal shall not withdraw said bids within the period specified therein after the  
opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within  
the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are  
presented to him for signature, enter into a written Contract with the OWNER in accordance with the Bid as  
accepted and give bond with good and sufficient surety or sureties, as may be required for the faithful  
performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the  
period specified, or the failure to enter into such Contract and give such bond within the time specified, if the  
Principal shall pay the OWNER the difference between the amount specified in said Bid and the amount for which  
the OWNER may procure The required work or supplies for both, if the latter be in excess of the former, then the  
above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument  
under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its  
undersigned representative, pursuant to authority of its governing body.

In presence of:

\_\_\_\_\_  
(Individual Principal) (SEAL)

Business Address \_\_\_\_\_

Partnership \_\_\_\_\_ (SEAL)

Business Address \_\_\_\_\_

Attest:

By \_\_\_\_\_ (Corp. Principal)

Business Address \_\_\_\_\_

By \_\_\_\_\_ (Affix Corp. Seal)

Attest:

By \_\_\_\_\_ (Corp. Surety)

\_\_\_\_\_

\_\_\_\_\_

Countersigned

By \_\_\_\_\_  
Attorney-in-Fact,  
State of \_\_\_\_\_

#### **CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the

\_\_\_\_\_

Secretary of the Corporation named as Principal in the within bond; that

\_\_\_\_\_, who signed and said bond on behalf of the Principal was then  
\_\_\_\_\_ of said corporation; and that I  
know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested  
to for and in behalf of said corporation by authority of this governing body.

\_\_\_\_\_ (Corporate Seal)

Title \_\_\_\_\_

**AFFIDAVIT OF NON-DEBARRED STATUS**

COMMONWEALTH OF MASSACHUSETTS COUNTY

SS:

OF \_\_\_\_\_

I, \_\_\_\_\_ of the City/Town  
(Name)

of \_\_\_\_\_, in the County

of \_\_\_\_\_, and the State of \_\_\_\_\_, of full

age, being duly sworn according to the law on my oath depose and say that:

I am \_\_\_\_\_, a \_\_\_\_\_  
(Name) (Title, Position, etc.)

of \_\_\_\_\_  
(Name of Firm, Company or Corporation)

the Bidder making the Bid for the High Street Drainage Improvements Project, and that I executed the said Bid with full authority so to do; that said Bidder at the time of making this Bid is not included on the Commonwealth of Massachusetts, Commonwealth Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Bid and in this affidavit are true and correct, and made with the full knowledge that the Town of Bridgewater relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project(s).

The undersigned further warrants that should the name of the firm, company or corporation making this Bid appear on the Commonwealth Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including any Guarantee Period, that the Town of Bridgewater shall be immediately so notified by the signatory of this Affidavit.

The undersigned understands that the firm, company or corporation making the Bid as a CONTRACTOR is subject to debarment, suspension and/or disqualification in contracting with the Commonwealth of Massachusetts if the CONTRACTOR, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Printed or Typed Name and Title of Bidder)

\_\_\_\_\_  
(Address of Bidder)

(Seal if Corporation)

Subscribed and sworn to before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_  
(Date)

(Seal)

**NON-COLLUSION AFFIDAVIT**

COMMONWEALTH OF MASSACHUSETTS COUNTY

SS:

OF \_\_\_\_\_

I, \_\_\_\_\_ of the City/Town  
(Name)

of \_\_\_\_\_, in the County

of \_\_\_\_\_, and the State of \_\_\_\_\_, of full

age, being duly sworn according to the law on my oath depose and say that:

I am \_\_\_\_\_, a \_\_\_\_\_  
(Name) (Title, Position, etc.)

of \_\_\_\_\_  
(Name of Firm, Company or Corporation)

the Bidder making the Bid for the High Street Drainage Improvements Project, and that I executed the said Bid with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project(s); and that all statements contained in said Bid and this affidavit are true and correct, and made with full knowledge that the Town of Bridgewater relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project(s).

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees of the Bidder or bonafide established commercial or selling agencies maintained by

\_\_\_\_\_.

By:

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Printed or Typed Name and Title of Bidder)

\_\_\_\_\_  
(Address of Bidder)

(Seal if Corporation)

Subscribed and sworn to before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_ (Date) (Seal)

**STATEMENT OF STATE TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b),

I, \_\_\_\_\_ authorized signatory for  
(Name and Title)

\_\_\_\_\_ whose principal place of  
(Contracting Party)

business is at \_\_\_\_\_  
\_\_\_\_\_

do hereby certify under the pains and penalties

of perjury, that \_\_\_\_\_  
(Contracting Party)

has complied with all laws of the Commonwealth relating to taxes.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

### **STATEMENT OF BIDDERS' QUALIFICATIONS**

Contractors shall be pre-qualified through the Massachusetts Department of Transportation – Highway Division (MassDOT) Prequalification Office and shall be subject to the requirements of MGL Chapter 29, Section 8B whereby each prospective bidder for any work to be awarded by a municipality under the provisions of Section 34 of Chapter 90, must be prequalified in accordance with 720 CMR 5.00, Prequalification of Contractors by MassDOT.



**BID FORM**

PROJECT IDENTIFICATION: High Street Drainage Improvements  
Bridgewater, Massachusetts

THIS BID IS SUBMITTED TO: Department of Public Works  
Town of Bridgewater  
25 South Street  
Bridgewater, MA 02324

1. The undersigned BIDDER proposes and agrees, if the BID is accepted to enter into an Agreement with OWNER, to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - 3.1 BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date	Number
(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;	
  - 3.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations as BIDDER deems necessary.
  - 3.3 BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
  - 3.4 BIDDER has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are

generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

- 3.5 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

4. BIDDER will complete the Work for the following price.

**4.1 Total Base Construction Cost**\_\_\_\_\_ (**\$**\_\_\_\_\_)

5. Time is of the essence. BIDDER agrees to the following schedule:

- Substantial Completion by October 31, 2025
- Final Completion by December 31, 2025
- Refer to the Special Provisions – Notice(s) to Contractor for additional schedule requirements

6. The following documents are attached to and made a condition of this Bid:

- 6.1 A tabulation of Subcontractors and other persons or organizations required to be identified in this Bid.
- 6.2 Required Bidders Qualification Statement with supporting data (If requested by the Town of Bridgewater or the Engineer).

7. Communications concerning this Bid shall be addressed to: Company:\_\_\_\_\_
- Contact Person:\_\_\_\_\_ Tel. No:\_\_\_\_\_
- Address:\_\_\_\_\_
- \_\_\_\_\_
- Email:\_\_\_\_\_

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract, included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on\_\_\_\_\_, 20\_\_.

The BIDDER is:

An Individual

\_\_\_\_\_(SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_(SEAL)  
(Firm Name)

\_\_\_\_\_

(General Partner)

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_

A Corporation

By \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(name of person authorized to sign)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_

A Joint Venture

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

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

## SUPPLEMENTAL FORM FOR GENERAL BID

<b>Project #21408.00002</b>				
<b>Location: Bridgewater, Massachusetts</b>				
<b>Description: High Street Drainage Improvements Project</b>				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
1	1	SITE PREPARATION AT _____ LUMP SUM		
2	1	EROSION AND SEDIMENT CONTROLS AT _____ LUMP SUM		
3	1	TRAFFIC MANAGEMENT AT _____ LUMP SUM		
4	1	DEMOLITION AND REMOVALS AT _____ LUMP SUM		
120.	1	EARTH EXCAVATION AT _____ LUMP SUM		
121.	100	CLASS A ROCK EXCAVATION AT _____ PER CUBIC YARD		
146.	23	DRAINAGE STRUCTURE REMOVED AT _____ PER EACH		
151.	190	GRAVEL BORROW AT _____ PER CUBIC YARD		
156.8	245	CRUSHED STONE FOR SUBBASE AT _____ PER CUBIC YARD		
170.	890	FINE GRADING AND COMPACTING – SUBGRADE AREA AT _____ PER SQUARE YARD		
191.6	12	TEST PIT AT _____ PER EACH		
201.5	14	CATCH BASIN – MUNICIPAL STANDARD (4' DIA.) AT _____ PER EACH		
202.01	4	MANHOLE – MUNICIPAL STANDARD (4' DIA.) AT _____ PER EACH		

## SUPPLEMENTAL FORM FOR GENERAL BID

<b>Project #21408.00002</b>				
<b>Location: Bridgewater, Massachusetts</b>				
<b>Description: High Street Drainage Improvements Project</b>				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
202.02	3	MANHOLE – MUNICIPAL STANDARD (5' DIA.) AT _____ PER EACH		
220.	1	CONNECTION TO EXISTING CULVERT AT _____ LUMP SUM		
221.09	7	MANHOLE FRAME AND COVER – SALVAGE AND REUSE AT _____ PER EACH		
221.11	1	MANHOLE FRAME AND COVER AT _____ PER EACH		
222.09	14	CATCH BASIN FRAME AND GRATE – SALVAGE AND REUSE AT _____ PER EACH		
222.11	2	CATCH BASIN FRAME AND GRATE AT _____ PER EACH		
243.12	673	12 INCH REINFORCED CONCRETE PIPE CLASS IV AT _____ PER LINEAR FOOT		
243.15	254	15 INCH REINFORCED CONCRETE PIPE CLASS IV AT _____ PER LINEAR FOOT		
243.18	412	18 INCH REINFORCED CONCRETE PIPE CLASS IV AT _____ PER LINEAR FOOT		
243.24	88	24 INCH REINFORCED CONCRETE PIPE CLASS IV AT _____ PER LINEAR FOOT		
270.1	1,463	DRAINAGE PIPE REMOVED AND DISPOSED AT _____ PER LINEAR FOOT		
402.	350	DENSE GRADED CRUSHED STONE AT _____ PER CUBIC YARD		
415.1	5,000	PAVEMENT STANDARD MILLING AT _____ PER SQUARE YARD		

## SUPPLEMENTAL FORM FOR GENERAL BID

<b>Project #21408.00002</b>				
<b>Location: Bridgewater, Massachusetts</b>				
<b>Description: High Street Drainage Improvements Project</b>				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
450.22	750	SUPERPAVE SURFACE COURSE – 9.5 (SSC-9.5) AT _____ PER TON		
450.31	150	SUPERPAVE INTERMEDIATE COURSE – 12.5 (SIC-12.5) AT _____ PER TON		
452.	300	ASHPALT EMULSION FOR TACK COAT AT _____ PER GALLON		
504.18	274	GRANITE CURB AT _____ PER LINEAR FOOT		
580.1	110	GRANITE CURB – SALVAGE AND RESET AT _____ PER LINEAR FOOT		
702.	10	HOT MIX ASPHALT SIDEWALK OR DRIVEWAY AT _____ PER TON		
748.	1	MOBILIZATION AT _____ LUMP SUM		
765.	135	LAWN ESTABLISHMENT AT _____ PER SQUARE YARD		
868.04	3,510	4" REFLECTORIZED WHITE LINE (EPOXY) AT _____ PER LINEAR FOOT		
869.04	2,670	4" REFLECTORIZED YELLOW LINE (EPOXY) AT _____ PER LINEAR FOOT		
991.1	1	CONTROL OF WATER AT _____ LUMP SUM		
<b>Allowance</b>				
A1	1	FIELD ORDER ALLOWANCE	\$20,000	\$20,000

## SUPPLEMENTAL FORM FOR GENERAL BID

<b>Project #21408.00002</b>				
<b>Location: Bridgewater, Massachusetts</b>				
<b>Description: High Street Drainage Improvements Project</b>				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
			<b>BASE BID TOTAL</b>	\$ _____

Note: It is understood that the unit prices shall govern in case of discrepancy between the unit price and the Total Bid amount. In the case of a conflict between bid number and the bid written in words, the bid written in words shall govern. The Total Bid per Item is the Unit Price Bid per Item times the Quantity of Units for that Item.



# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FUNDING AGENCY EDITION

*Prepared by*

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and

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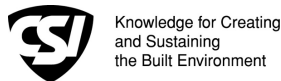
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# GENERAL CONDITIONS

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agency* – The Federal or state agency named as such in the Agreement.
  3. *Agreement* – The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  4. *Application for Payment* – The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  6. *Bid* – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  7. *Bidder* – The individual or entity who submits a Bid directly to Owner.
  8. *Bidding Documents* – The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  9. *Bidding Requirements* – The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.
  10. *Change Order* – A document recommended by Engineer which is signed by Contractor and Owner and Agency and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  11. *Claim* – A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  12. *Contract* – The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

13. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor’s submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
14. *Contract Price* – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
15. *Contract Times* – The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.
16. *Contractor* – The individual or entity with whom Owner has entered into the Agreement.
17. *Cost of the Work* – See Paragraph 11.01.A for definition.
18. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
19. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Engineer* – The individual or entity named as such in the Agreement.
21. *Field Order* – A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
22. *General Requirements* – Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
23. *Hazardous Environmental Condition* – The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
24. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
25. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens* – Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *Milestone* – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award* – The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
29. *Notice to Proceed* – A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
30. *Owner* – The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs* – Polychlorinated biphenyls.
32. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
33. *Progress Schedule* – A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
34. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Project Manual* – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
36. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
37. *Related Entity* – An officer, director, partner, employee, agent, consultant, or subcontractor.
38. *Resident Project Representative* – The authorized representative of Engineer who may be assigned to the Site or any part thereof.
39. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Schedule of Submittals* – A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
41. *Schedule of Values* – A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
42. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.



43. *Site* – Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
44. *Specifications* – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
45. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
46. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
47. *Successful Bidder* – The Bidder submitting a responsive Bid to whom Owner makes an award.
48. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements these General Conditions.
49. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
50. *Underground Facilities* – All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
51. *Unit Price Work* – Work to be paid for on the basis of unit prices.
52. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
53. *Work Change Directive* – A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and Agency upon recommendation of the Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

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

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

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

D. *Defective*

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

E. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **2.01   *Delivery of Bonds and Evidence of Insurance***

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### **2.02   *Copies of Documents***

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### **2.03   *Commencement of Contract Times; Notice to Proceed***

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

### **2.04   *Starting the Work***

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

### **2.05   *Before Starting Construction***

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

## 2.06 *Preconstruction Conference*

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

## 2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

# ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

## 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

## 3.02 *Reference Standards*

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

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

#### B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3) or
3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

#### A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

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

### 3.06 *Electronic Data*

- A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### 4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on

entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 *Subsurface and Physical Conditions*

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

- 1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
- 2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

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

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or
- 3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data



furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data,
  - b. locating all Underground Facilities shown or indicated in the Contract Documents,
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

*B. Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

*4.05 Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
  - 1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have

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

- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 5 – BONDS AND INSURANCE**

### **5.01    *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

## 5.02 *Licensed Sureties and Insurers*

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

## 5.03 *Certificates of Insurance*

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

## 5.04 *Contractor's Liability Insurance*

- A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include completed operations insurance;
4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.
  - a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 *Owner's Liability Insurance*

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

#### 5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (Contractor shall be responsible for any deductible or self-insured retention.). This insurance shall:
  1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
  2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework,

- and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

#### *5.07 Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective

officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

#### 5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Contractor and made payable to Contractor as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Contractor shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof.
- B. Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Contractor as fiduciary shall give bond for the proper performance of such duties.

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

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so

notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

**ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES**

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.



### 6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

### 6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
  - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    - 3) it has a proven record of performance and availability of responsive service; and
  - b. Contractor certifies that, if approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times, and
    - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. Substitute Items
- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
  - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
  - c. The procedure requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
  - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - 1) shall certify that the proposed substitute item will:
      - a) will perform adequately the functions and achieve the results called for by the general design,
      - b) be similar in substance to that specified, and
      - c) be suited to the same use as that specified;
    - 2) will state:
      - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
      - b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
      - c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

- 3) will identify:
  - a) all variations of the proposed substitute item from that specified , and
  - b) available engineering, sales, maintenance, repair, and replacement services;
- 4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the

Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor
  - 2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### *6.07 Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design,

process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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

#### 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 6.10 *Taxes*

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

## 6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

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

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

## 6.12 *Record Documents*

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

## 6.13 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

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

#### 6.15 *Hazard Communication Programs*

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

#### 6.16 *Emergencies*

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

## 6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

### 1. *Shop Drawings*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

### 2. *Samples*

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

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

### C. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
  - a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
  - c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
  - d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample



submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

*D. Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

*E. Resubmittal Procedures*

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

*6.18 Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

*6.19 Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.

- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  6. any inspection, test, or approval by others; or
  7. any correction of defective Work by Owner.

#### 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

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

#### 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

### **ARTICLE 7 – OTHER WORK AT THE SITE**

#### 7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
  1. written notice thereof will be given to Contractor prior to starting any such other work; and
  2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all

cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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

## **7.02    *Coordination***

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
  - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
  - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

## **7.03    *Legal Relationships***

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

# **ARTICLE 8 – OWNER'S RESPONSIBILITIES**

## **8.01    *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

#### 8.11 *Evidence of Financial Arrangements*

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

### **ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

#### 9.01 *Owner's Representative*

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

#### 9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable

to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

**ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, subject to written approval by Agency at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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



### 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

### 10.04 *Notification to Surety*

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

### 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,
  2. approve the Claim, or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **11.01 *Cost of the Work***

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of

Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressages, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
  2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.
- C. **Contractor's Fee:** When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. **Documentation:** Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. **Cash Allowances**
1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  1. the Bid price of a particular item of Unit Price Work amounts to more than 5 percent of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  2. there is no corresponding adjustment with respect to any other item of Work; and
  3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

**ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

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

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

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
  - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
  - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
  - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
  - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
  - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

## 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

## 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the

time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.B.
  - 1. delays caused by or within the control of Contractor; or
- D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **13.01 *Notice of Defects***

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

### **13.02 *Access to Work***

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

### **13.03 *Tests and Inspections***

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

- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to



agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

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

#### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### 13.07 *Correction Period*

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

relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

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

#### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)

incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

### **14.01 *Schedule of Values***

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

### **14.02 *Progress Payments***

#### **A. *Applications for Payments***

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### **B. *Review of Applications***

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

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

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

*C. Payment Becomes Due*

1. 30 days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

*D. Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. the Contractor's performance or furnishing of the Work is inconsistent with funding Agency requirements;
  - d. there are other items entitling Owner to a set-off against the amount recommended; or
  - e. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.
3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

*14.03 Contractor's Warranty of Title*

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

#### 14.04 *Substantial Completion*

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

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.
  - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

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

#### 14.07 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

##### B. *Engineer's Review of Application and Acceptance*

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

*C. Payment Becomes Due*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

**14.08** *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The remaining balance of any sum included in the final Application for Payment but held by OWNER for Work not fully completed and accepted will become due when the Work is fully completed and accepted.

**14.09** *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
  1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

**ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

**15.01** *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date



on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

#### 15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

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

#### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 45 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 45 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest (at a rate of 1.5% per month) thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

### **ARTICLE 16 – DISPUTE RESOLUTION**

#### 16.01 *Methods and Procedures*

- A. Owner and Contractor may mutually request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

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

- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
  - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
  - 2. agrees with the other party to submit the Claim to another dispute resolution process, or
  - 3. gives written notice to the other party of their intent to submit the Claim to a court of the State of New York.

## **ARTICLE 17 – MISCELLANEOUS**

### **17.01 *Giving Notice***

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

### **17.02 *Computation of Times***

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **17.03 *Cumulative Remedies***

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

#### 17.04 *Survival of Obligations*

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

#### 17.05 *Controlling Law*

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

#### 17.06 *Headings*

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

### **ARTICLE 18 – FEDERAL REQUIREMENTS**

#### 18.01 *Agency Not a Party*

- A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

#### 18.02 *Contract Approval*

- A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" (Exhibit GC-A) before Owner submits the executed Contract Documents to Agency for approval.
- B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

#### 18.03 *Conflict of Interest*

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer.
- B. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

#### 18.04 *Gratuities*

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on

which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

- B. In the event this Contract is terminated as provided in paragraph 18.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

#### 18.05 *Audit and Access to Records*

- A. For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor, which are pertinent to the Contract, for the purpose of making audits, examinations, excerpts and transcriptions. Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

#### 18.06 *Small, Minority and Women's Businesses*

- A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

#### 18.07 *Anti-Kickback*

- A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

#### 18.08 *Clean Air and Pollution Control Acts*

- A. If this Contract exceeds \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 USC 1251 *et seq.*). Contractor will report violations to the Agency and the Regional Office of the EPA.

#### 18.09 *State Energy Policy*

- A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

#### 18.10 *Equal Opportunity Requirements*

- A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- C. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

#### 18.11 *Restrictions on Lobbying*

- A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

## 18.12 *Environmental Requirements*

- A. When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental constraints:
1. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
  2. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, i.e., alluvial soils on NRCS Soil Survey Maps.
  3. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).
  4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

## EXHIBIT GC-A

### Certificate of Owner's Attorney

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of \_\_\_\_\_, do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

\_\_\_\_\_

Date: \_\_\_\_\_



## SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract – Funding Agency Edition, EJCDC C-710 (2002 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

- SC-1.01     The terms used in these Supplemental Conditions which are defined in the Standard General Conditions of the Construction Contract – Funding Agency Edition, EJCDC C-710 (2002 Edition) have the meanings assigned to them in the General Conditions.

Additional definitions are as follows:

Special Provisions - The directions, provisions and requirements designated as Standard Specifications, together with all written agreements made or to be made pertaining to the method and manner of performing the work, or the quantities and qualities of materials to be furnished under the Contract.

Supplemental Specifications - Additions and revisions to the Standard Specifications that are issued prior to the opening of bids.

Proposal - Shall have the identical definition as the word "Bid" and may be used interchangeably in the Contract Documents.

Plans - Shall have the identical definition as the word "Drawings" and may be used interchangeably in the Contract Documents.

- SC-1.19     Delete paragraph 1.19 of the General Conditions in its entirety and insert the following in its place:

"Effective Date of the Agreement - The date that the OWNER determines that the Contract is complete, signs the Agreement and forwards a Notice to Proceed to CONTRACTOR."

- SC-2.02     Delete paragraph 2.02 of the General Conditions in its entirety and insert the following in its place:

"OWNER" shall furnish to the CONTRACTOR up to three copies of the Contract Documents as are reasonably necessary for the executing of Work. Additional copies will be furnished, upon request, at the cost of production.

- SC-2.08     Add the following language at the end of paragraph 2.07 of the General Conditions: Compliance to Massachusetts General Laws.

"This Contract is subject to all laws of the Commonwealth of Massachusetts and all amendments thereto, and where any requirements contained herein do not conform to such statutes governing the work to be performed under this Contract, the laws shall govern. Statutes and portions of statutes, set forth hereunder shall be construed to include all amendments thereto effective as of the date of issuance of the Invitation to Bid of the Proposed Work. No responsibility shall be assumed for errors and/or omissions in the statutes reproduced herein."

SC-3.02 Add the following language at the end of paragraph 3.02 of the General Conditions:

"The Contract Documents including the General Conditions, Supplemental Conditions, and Local Standards shall govern over the General Requirements of Division I of the Standard Specifications where deviations occur between this document and the Massachusetts Standard Specifications for Highways and Bridges."

"However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER or CONTRACTOR, or any of their agents or employees from those set forth in the Contract Documents, nor the Notice to Proceed."

SC-3.03 Add the following language at the end of paragraph 3.03 of the General Conditions:

"In the event of conflict between the Drawings and Specifications or within themselves, the ENGINEER will decide which conflicting requirements govern, and such decision shall be final."

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

1. Workmen's Compensation: In accordance with the Workmen's Compensation Laws that are applicable to the employees engaged in the work. The limit of Employer's Liability Insurance shall be not less than \$500,000 for each accident.
  - a. Public Liability Insurance for Personal Injury: Individual limit of \$1,000,000 for each person.
  - b. Total limit of \$3,000,000 for each accident.
2. Property Damage Insurance:
  - a. Each claim \$1,000,000.
  - b. Aggregate \$3,000,000.

3. If the CONTRACTOR sublets any portion of his work, then he shall also provide:

a. Contractor's Protective Liability Insurance:

- (1) Individual limit for personal injury of \$1,000,000.
- (2) Total limit for personal injury for one accident of \$3,000,000.

b. Contractor's Protective Property Damage Insurance: a limit of \$1,000,000/\$3,000,000.

The TOWN shall be specifically named as an additional insured on all required insurance policies of the CONTRACTOR and any subcontractors.

In addition, CONTRACTOR shall maintain such completed operations insurance for at least one year after final payment and furnish OWNER with evidence of continuation of such insurance at final payment.

SC-5.04 After paragraph 5.04 of the General Conditions, add a new paragraph which is to read as follows:

Any Subcontractor under contract with CONTRACTOR to perform work on the project shall hold OWNER and ENGINEER harmless, and purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth in paragraph 5.04."

SC-5.06 Add the following language at the end of paragraph 5.06 of the General Conditions:

"The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 shall contain a provision that the coverage afforded will not be canceled or materially changed until at least thirty days prior written notice has been given to OWNER."

SC-6.03 Add the following language at the end of paragraph 6.03 of the General Conditions:

"In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers by CONTRACTOR and SUBCONTRACTORS, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment, who are male veterans as defined in clause forty-third of G.L. c4 ss7 and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, in accordance with G.L. c149, ss26."

SC-6.09 After paragraph 6.09 of the General Conditions, add the following new paragraphs which are to read as follows:

"Full compliance with applicable federal, state and local wage laws is required on all Work done for the OWNER.

The OWNER shall not be held liable should the CONTRACTOR fail to compensate any person(s) in accordance with the prevailing (minimum) wage rates included herein (see Attachments.) The CONTRACTOR claims full responsibility to compensate the person(s) associated with the project accordingly and will assume any liability on behalf of the OWNER, should a person(s) associated with the project file a claim pursuant to MGL Chapter 149.

The "work classifications" provided by the CONTRACTOR on the required "Weekly Payroll Report Form" shall exactly match the classifications provided in the "Minimum Wage Rates". Should the CONTRACTOR use an unlisted classification, it shall be the CONTRACTOR's responsibility to contact the Department of Labor and Industries in order to determine a matching classification or obtain minimum wage rate for the new classification."

SC-6.10 Add the following language at the beginning of paragraph 6.10 of the General Conditions:

State taxes will be excluded from all General and Sub-bids. A State Tax Exemption Certificate (included herein) shall be used in lieu thereof."

SC-6.20 Add the following language at the end of the paragraph 6.20 of the General Conditions.

"Provided however, if the claim, damage, loss or expense referred to in paragraph 6.20A results from failure of the ENGINEER to discover a condition or object which is underground or otherwise not reasonably observable by the ENGINEER, and if said failure to discover either was or should have been apparent to the CONTRACTOR in that the said condition or object is omitted from the ENGINEER'S maps, drawings, opinions, reports, surveys, change orders, designs or specifications, then the CONTRACTOR shall be liable for indemnification of the ENGINEER under paragraph 6.20A for damage resulting from said failure to discover unless CONTRACTOR shall have notified ENGINEER of the existence and location of such condition or object prior to the occurrence of such damage and in sufficient time for ENGINEER to have made provisions therefore.

SC-9.03 The responsibilities and duties of the Resident Project Representative are contained in and attached as an exhibit to the Supplemental Conditions and entitled "Duties, Responsibilities and Limitations of Authority of Resident Project Representative", No. 1910-1 (1992 edit.).

SC-11.01 Add the following language to the end of paragraph 11.01 of the General Conditions:

"The minimum rates of wages to be paid mechanics and apprentices, chauffeurs, teamsters, and laborers shall be as set forth in the schedule of minimum wage rates determined by the Commissioner of Labor and Industry, which schedule is included in the Contract Documents, and made a part thereof, in accordance with and subject to the provisions of G.L. c149; ss27; and ss27A."

SC-11.03.B Delete Paragraph 11.03.B in its entirety and insert the following:

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Contractor will be required to provide, where applicable, proof showing the quantity

and classification of Unit Price Work performed, for example tickets from rock quarries. Unit Price Work for which proof cannot be provided will have the actual quantities and classifications of Unit Price Work performed by Contractor made by Engineer subject to the provisions of Paragraph 9.07.

SC-11.03.D Delete Paragraph 11.03.D in its entirety and insert the following:

- D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions
  - 1. if the Bid price of a particular item of Unit Price Work amounts to 20 percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 100 percent from the estimated quantity of such item indicated in the Agreement; and
  - 2. if there is no corresponding adjustment with respect to any other item of Work; and
  - 3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-11.03 Add the following language to the end of paragraph 11.03 of the General Conditions:

- E. "When the accepted quantities of work vary from the quantities in the bid schedule, the CONTRACTOR shall accept as payment in full, so far as Contract items are concerned, payment at the original Contract unit prices for the accepted quantities of work done. No allowance will be made for any increased expenses, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the CONTRACTOR, resulting either directly or indirectly from such increased or decreased quantities, or from unbalanced allocation among the Contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursements therefore, or from any other cause."
- F. "The CONTRACTOR shall make monthly estimates of the materials complete in place for each individual location on the plans and the amount of Work performed in accordance with the Contract. The estimates will be itemized for review and approval by the OWNER. Each estimate will show the total value of the Work done to date, the total money due the CONTRACTOR since the previous estimate and the money paid the CONTRACTOR to date. This estimate will be considered approximate only and shall be subject to correction. Five (5%) percent of all payments due the CONTRACTOR for Work done and materials furnished will be withheld until final completion of the Work. The acceptance by the CONTRACTOR of the final payment, including the retainage of five (5%) percent, shall operate as a release to the Owner of all claims and all liabilities to the CONTRACTOR for all Work done or materials furnished in connection with the Contract. Final payment shall be as provided in G.L. Ch.30, Section 39G. The payment to the CONTRACTOR of said final payment does not, however, release them or their sureties from any obligation under this contract."

- G. "It shall be the responsibility of the CONTRACTOR to inform the OWNER when the sum of all orders for units of work is within 90% of the total Contract price. The CONTRACTOR'S total billing can not exceed the total Contract price without prior written approval by the OWNER."
- H. The OWNER reserves the right to eliminate any portion of the Work, so as to bring the total expenditure within the amount available for the Project."

SC-12.02 Add the following language at the end of paragraph 12.02 of the General Conditions:

"Should the Contractor be delayed in the commencement, prosecution or completion of the Work, by any act, or failure to act on the part of the Owner or Engineer, or neglect by Owner or others performing additional Work as contemplated by Article 7, or by any extraordinary conditions, arising out of war or government regulations, or any other cause beyond the Contractor's control, none of which are due to any fault, neglect, act or omission on its part, then the Contractor shall be entitled to an extension of time only if a claim is made therefore as provided in Article 12, such extension to be for a period equivalent to the time lost by reason of any and all of the aforesaid causes, as determined by the Owner or Engineer. Such extension or extensions of time, as determined by the Owner or Engineer, shall be the Contractor's sole remedy. In no event will the Contractor be entitled to any costs of damages, either direct or consequential, as a result of any such delay or disruption in the commencement, prosecution, performance or completion of its Work."

SC-13.03 Add the following language at the end of paragraph 13.03 of the General Conditions:

"CONTRACTOR shall furnish written information to ENGINEER stating the original sources of supply of all materials manufactured away from the actual site of the work. In order to insure a proper time sequence for required inspection and approval, this information shall be furnished at least two weeks (or as otherwise directed by ENGINEER) in advance of the incorporation in the Work of any such materials.

SC-13.03 Add the following language at the end of paragraph 13.03 of the General Conditions:

"All inspections, tests or approvals other than those required by law, ordinance, rule regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER, CONTRACTOR and ENGINEER."

SC-13.07.A Delete paragraph 13.07.A of the General Conditions in its entirety and insert the following in its place:

"If within one (1) year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be DEFECTIVE, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such DEFECTIVE Work, or, if it has been rejected by OWNER, remove it from the site and replace it with NONDEFECTIVE Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss

or damage, OWNER may have the DEFECTIVE Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment."

SC-14.02 Add the following language at the end of paragraph 14.02 of the General Conditions:

"Application for payment for materials and equipment shall also be accompanied by receipt of payment for said materials and equipment by CONTRACTOR."

SC-14.04 Add the following language at the end of paragraph 14.04 of the General Conditions:

"Substantial completion, for the purposes of this project, shall mean that all work required by the Contract has been completed except for final landscaping or that substantially all of the work has been completed and is opened to the public except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the Contract, as determined at the sole discretion of the OWNER."

SC-15.01 Delete paragraph 15.01 of the General Conditions in its entirety and insert the following in its place:

"OWNER may, at any time and without case order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority provided, however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions."

SC-19.01 The following provisions of the Massachusetts General Laws shall be included in this Contract as Article 19:

person who has furnished or provided transportation on any contract for which a payment bond is required under section thirty-nine A to make a rebate or refund of any transportation charges or to give up any part of any payment to which he is legally entitled or to render an incorrect bill for less than the established minimum rates and charges prescribed by the department of public utilities shall be punished for a first offense by a fine of one thousand dollars, for a second offense by a fine of fifteen hundred dollars and for any subsequent offense by a fine of two thousand dollars. (1951, 694.)

§ 39F. Method of Payment to Subcontractors under Certain Public Works Contracts; Deposit of Amounts in Dispute; Proceedings to Enforce Claims to Amounts on Deposit.

(1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

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

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that



subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of complet-

ing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of the such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for

in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in sections forty-four A to forty-four L, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the

superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction. (1954, 609; 1955, 701; 1965, 677, § 1; 1960, 771, § 1; 1965, 856; 1972, 774, § 2; 1980, 579, § 53, approved July 16, 1980; by § 66, effective July 1, 1981.)

**Editorial Note—**

The 1955 amendment made this section also applicable to public works.

The 1956 amendment made this section apply also to contracts for demolition of public buildings and public works; and made many other changes in text.

The 1960 amendment added two new paragraphs at the end of the section. Section 9 of the amending Act provides as follows:

SECTION 9. This act shall not apply to any contract awarded pursuant to any invitation for bids issued on or before the effective date of this act, or to any persons or bonds in respect of any such contract.

The 1965 amendment inserted a new paragraph following the first paragraph, defining a materialman as a subcontractor of a general contractor.

The 1972 amendment rewrote this section to clarify the rights of both subcontractors and general contractors to payments under public works contracts and to provide for judicial relief with respect to disputed amounts. Section 12 of the amending act provides that this act shall apply to contracts entered into pursuant to an invitation for bids issued subsequent to the effective date of this act.

The 1980 amendment, in the third paragraph, struck out the words "sections forty-four A to forty-four L, inclusive" and substituted in place thereof the words "forty-four A to forty-four H, inclusive".

ALR Annotations—

Building and construction contracts: right of subcontractor who has dealt only with primary contractor to recover against property owner in quasi contract. 62 ALR3d 288

CASE NOTES

1. In general
2. Relation to other laws
3. Awarding authority's obligation
4. Commonwealth's obligation
5. Subcontractor's rights
6. Effect of liens
7. Effect of contract provisions
8. Security
9. Practice and procedure

1. In general

GL c 30 § 39F applies only to a retainage held by an "awarding authority" which is a public body, and it does not apply to a retainage held by a contractor under a contract with a subcontractor. *Mosaic Tile Co. v Rusco Products of Massachusetts, Inc.* (1966) 350 Mass 433, 215 NE2d 171.

2. Relation to other laws

The legislative intent to impose an obligation upon the awarding authority to make payments to unpaid subcontractors is supported by the provision for the payment of interest contained in GL c 30 § 39K as well as similar provisions in GL c 30 § 39G. *Pioneer Steel Erectors, Inc. v Commonwealth* (1962) 344 Mass 195, 181 NE2d 670.

GL c § 39G does not bar the payment to a subcontractor of amounts withheld

from the general contractor under that section. *Long Island Painting Corp. v Beacon Constr. Co.* (1963) 345 Mass 567, 188 NE2d 857.

3. Awarding authority's obligation

GL c 30 § 39F provides, among other things, that if within 10 days after the sixty-fifth day after a subcontractor has fully completed its work it has not received from the general contractor the entire balance due on its subcontract, less specified deductions or retentions, the subcontractor gives written notice to the awarding authority and the general contractor, that thereupon "the awarding authority shall make out of sums payable to the general contractor on the general contract, direct payment to the subcontractor of the entire balance due on the subcontract less the aforesaid amounts. Such direct payment shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment." *Pioneer Steel Erectors, Inc. v Commonwealth* (1962) 344 Mass 195, 181 NE2d 670.

The obligation imposed upon the awarding authority, by GL c 30 § 39F, with reference to payments to unpaid subcontractors is not merely to include a provision for such payment in the contract, which inclusion assures the contrac-

tual consent of all concerned, but it is also to make such payments to subcontractors. *Pioneer Steel Erectors, Inc. v Commonwealth* (1962) 344 Mass 195, 181 NE2d 670.

Obligation of awarding authority to unpaid subcontractor is not affected by repeal of GL c 30 § 39. *Pioneer Steel Erectors, Inc. v Commonwealth* (1962) 344 Mass 195, 181 NE2d 670.

Direct payment by an awarding authority to a subcontractor out of funds payable to the general contractor is permitted by GL c 30 § 39F under specified conditions and such direct payment discharges the obligation of the awarding authority to the general contractor to the extent of such payment. 1961-1962 Op Atty Gen 85.

#### 4. Commonwealth's obligation

In view of the fact that GL c 30 § 39F imposes an obligation upon the awarding authority to make payments to unpaid subcontractors, it would be anomalous to impose such an obligation on the awarding authority without recognizing an obligation on the Commonwealth to make good on the failure of the awarding authority to do so. *Pioneer Steel Erectors, Inc. v Commonwealth* (1962) 344 Mass 195, 181 NE2d 670.

Subcontractor is entitled to direct payment from the Commonwealth under GL c 30 § 39F. *Joseph Rugo, Inc. v Commonwealth* (1968) 353 Mass 777, 234 NE2d 910.

#### 5. Subcontractor's rights

The language of GL c 30 § 39F providing for payment by the awarding authority to an unpaid subcontractor is mandatory, it creates an obligation for the payment of money for services performed or materials furnished which is a claim of the sort which civilized governments have always recognized and hence it is the type of claim which may be enforced by the subcontractor against the commonwealth under GL c 258 § 1. *Nash v Commonwealth* (1899) 174 Mass 335, 54 NE 865; *Pioneer Steel Erectors, Inc. v Commonwealth* (1962) 344 Mass 195, 181 NE2d 670.

Subcontractors have protected legal or equitable rights to the retained percentage ahead of the general contractor. *Long Island Painting Corp. v Beacon Constr. Co.* (1963) 345 Mass 567, 188 NE2d 857.

Under GL c 30 § 39F, a payment by the Commonwealth directly to a subcontractor discharges the Commonwealth's obligation to the general contractor only to the extent of the payment made to the subcontractor and it does not affect the general contractor's claim for other work done by the subcontractor for which the subcontractor was not paid by the Commonwealth. *Alpert v Commonwealth* (1970) 357 Mass 306, 258 NE2d 755.

#### 6. Effect of liens

GL c 30 § 39F contemplates payments against periodic estimates to general contractors out of which the general contractor must pay his subcontractors, and the statute does not, by implication, prohibit such payments when statutory liens exceed the usual retainage. 1961-1962 Op Atty Gen 35.

The Metropolitan District Commission could not make a direct payment to a subcontractor where the subcontractor had filed a lien for an amount greater than that which was due to the general contractor. 1961-1962 Op Atty Gen 85.

#### 7. Effect of contract provisions

Provision proposed to be included in public works contract requiring bidders to agree to assess back charge against a subcontractor not complying with requirement that 20 percent of work force be made up of minorities did not conflict with GL c 39 § 39F. *Associated General Contractors, Inc. v Altshuler* (1973, DC Mass) 361 F Supp 1293, 5 BNA FEP Cas 1105, 6 CCH EPD ¶8992, aff'd (CA1 Mass) 490 F2d 9, 6 BNA FEP Cas 1013, 6 CCH EPD ¶8993, cert den 416 US 957, 40 L Ed 2d 307, 94 S Ct 1971, 7 BNA FEP Cas 1160, 7 CCH EPD ¶9285.

Any contract provision allowing general contractor to retain part of contract price until paid in full by owner is contrary to GL c 30 § 39F and therefore void. *Bayer & Mingolla Industries, Inc. v*

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A. J. Orlando Contracting Co. (1978) 6 Mass App 1, 370 NE2d 1381.

822, affd without op (CA1 Mass) 588 F2d 817.

8. Security

Since the 1955 amendment to GL c 30 § 39F omitted the words "or otherwise" from the requirement that the awarding authority obtain "sufficient security, by bond or otherwise, for payment by the contractor," the only statutory security for the benefits of statutory claimants, under the instant section, is the bond, and a petition against the prime contractor, the city and the bonding company will be construed as a petition to reach the bond only, where the petition does not contain allegations appropriate to a petition against retained funds under § 39F, even though it contains references to moneys retained by the city; in such a proceeding, the bonding company has no right to an adjudication of the respective rights of a trustee in bankruptcy of the prime contractor, the city and nonstatutory creditors in moneys retained by the city. *Waterworks Supply Corp. v Cahill* (1962) 344 Mass 442, 182 NE2d 829.

Deposit by regional school district of amounts subject to direct payment claims by subcontractors in interest-bearing accounts under name of school district's attorney does not constitute substantial compliance with prescribed procedure in ALM GL c 30 § 39F(1)(f). *Old Colony Regional Vocational Technical High School Dist. v New England Constructors, Inc.* (1978, DC Mass) 443 F Supp

ALM GL c 30 § 39F does not require that amounts subject to direct payment claims by subcontractors be in some sense due the general contractor before regional school district must deposit those amounts in interest-bearing joint account in names of general contractor and respective subcontractors. *Old Colony Regional Vocational Technical High School Dist. v New England Constructors, Inc.* (1978, DC Mass) 443 F Supp 822, affd without op (CA1 Mass) 588 F2d 817.

9. Practice and procedure

It was not a good ground for demurrer that the proceeding was a prohibited one against the Commonwealth, where the declaration sought a construction of GL c 30 §§ 39F and 39G and c. 149 § 29, and the Commonwealth was not a party, and no decree against the Commonwealth for a sum which should have been paid by the metropolitan district was directly sought or could be entered on the bill. *Long Island Painting Corp. v Beacon Constr. Co.* (1963) 345 Mass 567, 188 NE2d 857.

Under 1972 amendment (St. 1972, c 374 § 2) subcontractor must file "sworn statement" of claim with awarding authority in order to receive direct payment from authority. *Space Bldg. Corp. v Insurance Co. of North America* (1979) 7 Mass App 933, 389 NE2d 1054.

§ 39G. Payment of Sums Due Contractors after Completion of Certain Public Works Contracts Regulated.

Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and, water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incom-

plete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration of itemized list as aforesaid, to the contractor's certification within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one per cent retainage on that work, including the quantity, price and all but one per cent retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list



of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any periodic, substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F,

and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one per cent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract. (1955, 597; 1955, 702, § 1A; 1956, 499; 1957, 360; 1972, 461, §§ 1, 2; 1972, 774, § 3; 1976, 506, § 1; 1978, 460.)

**Editorial Note—**

The 1955 amendment inserted in the fourth sentence of the first paragraph of the former section reference to ALM GL c 149, § 29.

The 1956 amendment affected the first two paragraphs of the former section. In the first paragraph the "contracting authority" was specifically set forth, and the section made applicable to contracts relative to construction, etc., of public buildings (theretofore specifically excluded); in the second paragraph, in the next to the last sentence, the words "or claims" were inserted in the phrase "with all disputed items excluded"

The 1957 amendment affected only the second sentence of the third paragraph of the former section, completely rewriting it without seriously changing its purpose.

The first 1972 amendment rewrote the last sentence of the first paragraph of the former section, narrowing the description of claims, for which sums may be deducted from the final estimate, to claims filed under § 39F of this chapter, and rewrote the last paragraph of the former section, changing the rate of interest provided from five per cent per annum to three percentage points above the rediscount rate charged by the Federal Reserve Bank of Boston.

The second 1972 amendment rewrote the last sentence of the first paragraph of the former section, to provide for deduction and retention by the awarding authority of amounts sufficient to satisfy demands for direct payment by subcontractors. Section 12 of the amending act provides that this act shall apply to contracts entered into pursuant to an invitation for bids issued subsequent to the effective date of this act.

The 1976 amendment completely rewrote and expanded this section to provide, *inter alia*, for payment upon substantial completion. Section 3 of the amending act provides as follows:

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SECTION J. This act shall not be applicable to contracts executed prior to January first, nineteen hundred and seventy-six.

The 1978 amendment added the second sentence to the sixth paragraph, relative to right to retention in case of periodic payments.

Total Client-Service Library® References—

64 Am Jur 2d, Public Works and Contracts §§ 100-104.

ALR Annotations—

Validity and construction of "no damage" clause with respect to delay in building or construction contract. 74 ALR3d 187.

CASE NOTES

GL c 30 § 39G imposes on public authorities penalty interest of 3 percent above rediscount rate charged by Federal Reserve Bank of Boston for construction contract payments delayed by reason of failure of public agency to make final or semi-final estimate of quantity in value of work done. *D. Federico Co. v New Bedford Redevelopment Authority* (1980, Mass App) 1980 Adv Sheets 199, 399 NE2d 1103.

Interest due contractor from redevelopment authority calculated at statutory rate applicable to contract actions (GL c 231 § 6C) rather than under GL c 30 § 39G, plus additional interest on judgment (GL c 235 § 8). *D. Federico Co. v New Bedford Redevelopment Authority* (1980, Mass App) 1980 Adv Sheets 199, 399 NE2d 1103.

CASE NOTES UNDER FORMER LAW

1. In general
2. Semi-final estimate
3. Interest
4. Retainage
5. Practice and procedure

had filed a lien for an amount greater than that which was due to the general contractor. 1961-1962 Op Atty Gen 85.

2. Semi-final estimate

Where there was a dispute between a contractor and the contracting authority as to items under a contract subject to former GL c 30 § 39G, and the contracting authority prepared a semi-final estimate as required, the contractor's cause of action accrued not later than the date of the semi-final estimate, and a petition to enforce the contractor's claim under GL c. § 258 had to, by virtue of GL c. 260 § 3A, be brought within three years after the date of the semi-final estimate. *Campanella & Cardi Constr. Co. v Commonwealth* (1966) 351 Mass 184 217 NE2d 925.

Purpose of semi-final estimate under former GL c 30 § 39G was to expedite payment of sums due to contractors. *Campanella & Cardi Constr. Co. v Commonwealth* (1966) 351 Mass 184 217 NE2d 925.

1. In general

A general contractor had no right to receive payment of any amount not in excess of "a sum sufficient to satisfy" all claims or liens specified in former GL c 30 § 39G. *Long Island Painting Corp. v Beacon Constr. Co.* (1963) 345 Mass 567 188 NE2d 857.

Former GL c 30 § 39G did not bar payment to a subcontractor under GL c 30 § 39F of amounts withheld from the general contractor. *Long Island Painting Corp. v Beacon Constr. Co.* (1963) 345 Mass 567, 188 NE2d 857.

The Metropolitan District Commission could not make a direct payment to a subcontractor where the subcontractor

Since the enactment of former GL c 30 § 39G, the uniform practice of the Department of Public Works has been to send only a semi-final estimate whenever the Department is aware of a dispute. *Camparella & Cardi Constr. Co. v Commonwealth* (1966) 351 Mass 184, 217 NE2d 925.

If the time for preparing semi-final estimate or a final estimate had been reached at the time the former GL c 30 § 39G became effective, then the department in question should have followed the statute and prepared the estimates as required thereby, even though the contract was awarded prior to its effective date. 1960-1961 Op Atty Gen 124.

The provisions of former GL c 30 § 39G requiring the contracting authority to retain sums sufficient to satisfy outstanding claims and properly filed liens when making final or semi-final payments were expressly applicable only to payments against final or semi-final estimates and, unless by necessary implication, had no application to payments against semi-monthly estimates. The effect of the statute was to prevent the general contractor from receiving the final payment until he had disposed of the claims of his suppliers and subcontractors. 1961-1962 Op Atty Gen 35.

### 3. Interest

Former GL c 30 § 39G contained a provision, among others, for the payment of interest on delayed payments to contractors under contract for public buildings and specified public works. *Pioneer Steel Erectors, Inc. v Commonwealth* (1962) 344 Mass 195, 181 NE 2d 670.

Interest on sum for extra work done under public contracts was computed at 5 percent from a date 65 days after completion of work to date of court's decision. *Wes-Julian Constr Corp. v Commonwealth* (1967) 351 Mass 588, 223 NE2d 72.

Under former GL c 30 § 39G which provided that payment on disputed items or claims could be deferred until an agreement had been reached or the claim

adjudicated, interest on disputed claims asserted by a contractor against the Commonwealth ran from the time when the petition to enforce the claim was filed and not, as in the case of undisputed claims, from sixty-five days after completion of the contract. *State Line Contractors, Inc. v Commonwealth* (1969) 356 Mass 306, 249 NE2d 619.

Former GL c 30 § 39G did not require the payment of interest on disputed items which might be excluded from a semi-final estimate. 1960-1961 Op Atty Gen 124.

### 4. Retainage

The subcontractor and the surety on the general contractor's bond, so far as it would have rights of subrogation because of payments to subcontractors, had protected legal or equitable rights to the retained percentage ahead of the general contractor. *Long Island Painting Corp. v Beacon Constr. Co.* (1963) 345 Mass 567, 188 NE2d 857.

Although the retainage held on public works and public buildings contracts no longer constituted part of the security required for the benefit of suppliers of labor and materials, under former GL c 30 § 39G there still had to be retained from the final and semi-final estimates payable to a general contractor an amount sufficient to satisfy all duly filed liens until the liens were discharged or it was no longer possible to begin, or to intervene in, proceedings to enforce them. 1962-1963 Op Atty Gen 51.

### 5. Practice and procedure

It was not a good ground for demurrer that the proceeding was a prohibited one against the Commonwealth where the declaration sought a construction of GL c 30 §§ 39F and 39G and GL c 149 § 29, and the Commonwealth was not a party and no decree against the Commonwealth for a sum which should have been paid by the metropolitan district was directly sought or could be entered on the bill. *Long Island Painting Corp. v Beacon Constr. Co.* (1963) 345 Mass 567, 188 NE2d 857.

§ 39H. Contracts Entered into by Commonwealth for Construction, etc., of Public Way to Contain Provisions Indemnifying Contractor in Certain Cases.

Every contract entered into by or on behalf of the commonwealth for the construction, reconstruction or alteration of a public way shall contain a provision whereby the commonwealth agrees to indemnify the contractor against loss by reason of the liability to pay damages to others for entry upon any land included within the boundaries of the area within which the work is to be performed as set forth in the construction contract and the plans and specifications applying to such contract or any approved alteration thereof or for damage sustained upon any lands adjoining said land by reason of the flowage or drainage of water thereto or therefrom, in any case wherein such damages result from the failure of the commonwealth to take an interest or easement in such adjoining area, provided that the commonwealth acting by an authorized representative thereof, has issued a notice in writing to the contractor prior to the making of an entry upon such premises directing or permitting him to proceed with his contract and to make such entry upon the premises for the purpose of performing the work required by said contract, or any approved alteration thereof, and provided, further, that the contractor has given notice in writing to the contracting authority within fifteen days after receiving notice of any claim to come in and settle the same and upon the commencement of any action against him to come in and defend said action, but in no event shall any such damage claim be compromised or adjusted without the written consent of the commonwealth. The provisions of this section shall in no way relieve the contractor from any liability for damage to property of others caused by his negligence or that of his employees nor shall they be construed to require the commonwealth to indemnify the contractor against any loss resulting from such acts of negligence. (1958, 681.)

§ 39I. Work to Conform with Plans and Specifications; Deviations; Certificate; Penalties.

Every contractor having a contract for the construction, alteration, maintenance, repair or demolition of or addition to, any public building or public works for the commonwealth, or of any political subdivision thereof, shall perform all the work required by such contract in conformity with the plans and specifications contained therein. No wilful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the

awarding authority or by the engineer or architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such engineer or architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the awarding authority stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the contracting agency and the contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the contracting authority.

Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for.

Whoever violates any provision of this section wilfully and with intent to defraud shall be punished by a fine of not more than five thousand dollars or by imprisonment for not more than six months, or both. (1960, 771, § 1A.)

#### Editorial Note—

Section 9 of the inserting act provides as follows:

SECTION 9. This act shall not apply to any contract awarded pursuant to any invitation for bids issued on or before the effective date of this act, or to any persons or bonds in respect of any such contract.

#### CASE NOTES

GL c 30 § 39I was referred to in a case where a public building subcontractor was denied recovery under GL c 149 § 29 for work done which was not in accordance with his contract, in connection with the proposition that the importance of holding those who engage in public contracts to act in strict accordance with their undertakings is well recognized. *Albre Marble & Tile Co. v Gorman* (1967) 353 Mass 546, 233 NE2d 533.

Contractor's claim for compensation

for additional work generally must follow remedies provided by contract and law, unless (1) claim falls outside contract and constitutes breach by agency; (2) claim arises from contractor's willful and substantial deviation from contract and requirements of GL c 30 § 39I have been met; or (3) agency waived by clear, decisive and unequivocal conduct contractor's compliance with contract provisions. *Glynn v Gloucester* (1980 Mass App) 1980 Adv Sheets 605, 401 NE2d 886.

§ 39J PROVISIONS AS TO STATE DEPARTMENTS, ETC. C. 30

Price adjustments to contractor on public construction contract for extra or unforeseeable work must be made according to provisions of contract and law. *Glynn v Gloucester* (1980, Mass App) 1980 Adv Sheets 605, 401 NE2d 886.

Item increases were not deviations from contract specifications but were con-

sistent with them. *J. D'Amico, Inc. v Saugus* (1980, Mass App) 1980 Adv Sheets 603, 401 NE2d 884.

Renegotiation of contracts or substantial changes therein are not permitted under GL c 30 § 39I 1963-1964 Op Atty Gen 126.

§ 39J. Review of Decisions Involving Questions Arising Under Public Construction Contracts.

Notwithstanding any contrary provision of any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public works by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount of the contract is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, a decision, by the contracting body or by any administrative board, official or agency, or by any architect or engineer, on a dispute, whether of fact or of law, arising under said contract shall not be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily is unsupported by substantial evidence, or is based upon error of law. (1961, 538, § 1.)

Editorial Note—

Section 2 of the inserting act provides:

SECTION 2. The provisions of this act shall, so far as constitutionally permissible, be construed to apply, whether it was before, on or after the effective date of this act that the contract was entered into or the decision on the dispute arising thereunder made.

Total Client-Service Library® References—

64 Am Jur 2d, Public Works and Contracts §§ 116 et seq.

Law Review References—

Public contracts—authority of the engineer. 47 Mass LQ No 4 p 379.

CASE NOTES

Where, after a dispute had arisen between a subcontractor and a contractor in connection with certain construction for a housing authority, the matter was referred to an architect under an arbitration clause in the contract, whose decision was appealed to the chairman of the State Housing Board who upheld the architect, upon a further appeal taken by means of a petition under GL c 149 § 29,

the judge concluded that there was no support in fact or law for the contention that the decision made by the chairman of the State Housing Board was not final and conclusive within the meaning of GL c 30 § 39J *Hampden Cornice Works, Inc. v Leo Spear Constr. Co.* (1965) 348 Mass 798 206 NE2d 83.

Where claimant has rights to security under both GL c 39 § 39A and c 149

§ 29, for the hire of dump trucks and operators, it is sufficient if he files his claim within the time allowed by GL c 149 § 29, and the fact that the filing is not within the time allowed by GL c 30 § 39A does not invalidate the filing. *Bayer & Mingolla Constr. Co. v Deschenes* (1965) 348 Mass 594, 209 NE2d 208.

A contractor under a public works contract with the Commonwealth was not entitled to damages for delays allegedly caused by the Commonwealth where the contract provided that the contractor was not entitled to damages for such delay, even if a finding was warranted that the conduct of the Commonwealth

was "arbitrary and capricious", and the contractor was not aided by GL c 30 § 39J where, even assuming that there was a dispute between the parties involving an interpretation of the contract, it could not be found that the Commonwealth made any "decision" or, if it did, that the decision was made in "bad faith, fraudulently, capriciously or arbitrarily". *Wes-Julian Constr. Corp. v Commonwealth* (1967) 351 Mass 588, 223 NE2d 72.

Architect's certification that work had been completed was conclusive of contractor's entitlement to payment. *A. Bonfatti & Co. v Rockport* (1981, Mass App) 1981 Adv Sheets 2091, 429 NE2d 75.

#### § 39K. Method of Prompt Payment to Contractors on Contracts for Construction, etc., of Buildings by Commonwealth, etc.

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph:—Within fifteen days (twenty-four days in the case of the commonwealth) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially



and five of chapter one hundred and eighty-one" to "filed with such awarding authority a certificate of the state secretary stating that such corporation has complied with sections three and five of chapter one hundred and eighty-one and the date of such compliance" in clause (1).

§ 39M. Award of Contracts for Construction, Materials, etc.; Specifications; Definitions; Applicability of Section.

(a) Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than five thousand dollars in the case of the commonwealth, or political subdivision thereof, and more than two thousand dollars in the case of any other such awarding authority, shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids publicly opened and read by such awarding authority forthwith upon expiration of the time for the filing thereof; provided, however, that such awarding authority may reject any and all bids, if it is in the public interest so to do. Every bid for such contract shall be accompanied by a bid deposit in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. Such bid deposit shall be in an amount not less than five per cent of the value of the proposed work, as estimated by the awarding authority, but in no event less than one hundred dollars. This paragraph shall not apply to the award of any contract subject to the provisions of sections forty-four A to forty-four L, inclusive, of chapter one hundred and forty-nine and every such contract shall continue to be awarded as provided therein. In cases of extreme emergency caused by enemy attack, sabotage or other such hostile actions or resulting from explosion, fire, flood, earthquake, hurricane, tornado or other such catastrophe, an awarding authority may, without competitive bids and notwithstanding any general or special law, award contracts otherwise subject to this paragraph to perform work and to purchase or rent materials and equipment, all as may be necessary for temporary repair and restoration to service of any and all public work in order to preserve the health and safety of persons or property; provided, that this exception shall not apply to any permanent reconstruction, alteration, remodeling or repair of any public work.

(b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four

A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials.

(c) The term "lowest responsible and eligible bidder" shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work, who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work, and who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.

(d) The provisions of this section shall not apply (1) to the extent that they prevent the approval of such specifications by any contributing federal agency, (2) to materials purchased under specifications of the state department of public works at prices established by the said department pursuant to advertisement and bidding in connection with work to be performed under the provisions of chapter eighty-one or chapter ninety, (3) to any transaction between the commonwealth and any of its political subdivisions or between the commonwealth and any public service corporation and (4) to any contract for which proposals need not be published because of special emergency, as provided in section eight A of chapter twenty-nine.

(e) The word "material" as used in this section shall mean and include any article, assembly, system, or any component part thereof. (1963, 842, § 1; 1967, 535, §§ 4, 5; 1976, 506, § 2; 1977, 970, § 1.)

## Editorial Note—

Section 2 of the inserting act provides as follows:

SECTION 2. This act shall not apply to any contract awarded pursuant to any invitation for bids issued on or before the effective date of this act.

The 1967 amendment added a sentence to paragraph (a) to provide that in extreme emergencies contracts for construction and materials could be let without competitive bidding, and added a sentence to paragraph (b) to require that for each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three producers.

The 1976 amendment added two sentences, apparently after the first sentence of subd. (a), requiring bid deposits. Section 3 of the amending act provides as follows:

SECTION 3. This act shall not be applicable to contracts executed prior to January first, nineteen hundred and seventy-six.

The 1977 amendment rewrote the first sentence of paragraph (a), adding political subdivisions of the commonwealth as awarding authorities.

## Total Client-Service Library® References—

64 Am Jur 2d, Public Works and Contracts §§ 30 et seq.

## CASE NOTES

1. In general
2. Purpose
3. Applicability
4. Construction of terms
5. Low bidder
6. Specifications
7. Breach of contract
8. Practice and procedure
9. Evidence

## 1. In general

Certain public construction contracts must contain equitable adjustment provisions to cover site conditions which differ substantially or materially from conditions indicated in plans or contract documents. *Glynn v Gloucester* (1980 Mass App) 1980 Adv Sheets 605, 401 NE2d 886.

## 2. Purpose

GL c 30 § 39M is designed to obtain lowest price that competition among reasonable bidders can secure for contracts involving actual physical construction of public buildings and improvements on land owned by Commonwealth or one of its subdivisions and contracts for materials that typically go into such construc-

tion projects. *Andover Consultants, Inc. v Lawrence* (1980 Mass App) 1980 Adv Sheets 1259, 406 NE2d 711.

## 3. Applicability

GL c 30 § 39M has no application to the award by a school committee of a contract to a dairy for a supply of milk, for such a contract is governed by GL c 40 § 4B, and the award need not be made to the lowest responsible bidder. *Gosselin's Dairy, Inc. v School Committee of Holyoke* (1965) 348 Mass 793, 205 NE2d 221.

GL c 30 § 39M governed awarding of contract by Massachusetts Port Authority, where applicable federal regulation required contract to be awarded on the basis of "open competitive bidding under the local law applicable to the letting of public contract." *Modern Continental Constr. Co. v Massachusetts Port Authority* (1976) 369 Mass 825, 343 NE2d 362, 92 BNA LRRM 2434.

Contract for preparation of tax maps for city board of assessors was not subject to competitive bidding provisions of GL c 30 § 39M. *Andover Consultants, Inc. v Lawrence* (1980, Mass App) 1980 Adv Sheets 1259, 406 NE2d 711.

Payment of properly vouchered mov-

ing and relocation expenses invoiced by the Department of Public Works on account of federally-aided highway purposes may be processed by the Executive Office for Administration and Finance without regard to the application of the competitive bidding provisions of GL c 149 §§ 44A-44L, c 29 § 8A, or c 39 § 39M, 1971-1972 Op Atty Gen. No. 43.

Department of public works and city of Boston were authorized to enter contract for sharing cost of dredging river without competitive bids. 1974-1975 Op Atty Gen. No. 24.

#### 4. Construction of terms

GL c 30 § 39M, requiring awards of contracts to the lowest responsible and eligible bidder, in defining "material" as any article, assembly, system or any component part thereof must be interpreted as referring only to materials used in the construction, operation, or repair of any public work, and the award of a contract by a school committee for the supplying of milk during the school year is governed not by the instant section, but by GL c 40 § 4B, which does not require award to the lowest responsible bidder. *Gosselin's Dairy, Inc. v School Committee of Holyoke* (1965) 348 Mass 793, 205 NE2d 221.

Dictionary definitions of term "public works" entitled to weight in continuing meaning of term as used in GL c 30 § 39M. *Andover Consultants, Inc. v Lawrence* (1980, Mass App) 1980 Adv Sheets 1259, 406 NE2d 711.

#### 5. Low bidder

Massachusetts Port Authority could reject all bids for construction job at airport, because lowest bidder employed nonunion help and likelihood was great that labor difficulties with other ongoing, union-staffed construction projects at airport would occur. *Modern Continental Constr Co. v Massachusetts Port Authority* (1976) 369 Mass 825, 343 NE2d 362, 92 BNA LRRM 2434.

Section requires both detailed specifications and award to low bidder. *Datatrol, Inc. v State Purchasing Agent* (1980) 379 Mass 679, 400 NE2d 1218.

Failure of low bidders for sewer con-

struction project to file certificate regarding equal employment opportunity with bid did not render bidders ineligible and disqualify bids from consideration, since there was no state requirement for such certification and federal requirement that certification be included in contract was accomplished. *J. J. & V Constr. Corp. v Commissioner of Public Works* (1977) 5 Mass App 391, 363 NE2d 303.

Decision as to which bidder is lowest responsible and eligible bidder is question of fact to be decided by awarding authority rather than by court. *Catamount Constr., Inc. v Pepperell* (1979) 7 Mass App 911, 388 NE2d 716.

#### 6. Specifications

Section requires both detailed specifications and award to low bidder. *Datatrol, Inc. v State Purchasing Agent* (1980) 379 Mass 679, 400 NE2d 1218.

Substitution in waste piping system by plumbing subcontractor, involving change in size, number, and location of fittings, pipes, and vents and materials out of which they were made, constituted fundamental change in design and system prescribed by specifications. *John F. Miller Co. v George Fichera Constr. Corp.* (1979) 7 Mass App 494, 388 NE2d 1201.

Plumbing subcontractor entitled to recover extra cost for using more expensive pipes listed in specifications, where contractor and architect had approved less expensive pipe but city later insisted on using more expensive pipe. *E. A. Berman Co. v Marlborough* (1981, Mass App) 1981 Adv Sheets 832, 419 NE2d 319.

#### 7. Breach of contract

Department of Public Works rescission of contract awarded to company, because company had changed its name at time contract was signed without having advised Department, constituted breach of contract. *Coken Co. v Department of Public Works* (1980, Mass App) 1980 Adv Sheets 781, 402 NE2d 1110.

#### 8. Practice and procedure

Indictments charging mayor and city solicitor with conspiracy to violate competitive bidding statute (GL c 30 § 39M)

set forth with sufficient clarity unlawfulness of contemplated objectives of alleged conspiracy which would harm general public and would be seriously contrary to public interest. *Commonwealth v. Gill* (1977) 5 Mass App 337, 363 NE2d 267.

construction contracts on noncompetitive basis was sufficient to warrant conclusion that mayor and city solicitor conspired to violate G.L. c. 30 § 39M. *Commonwealth v. Gill* (1977) 5 Mass App 337, 363 NE2d 267.

#### 9. Evidence

Evidence as to awarding of sewage

### § 39N. Adjustment of Contract Price Where Site Conditions Differ Substantially or Materially from Conditions Indicated in Plans or Contract Documents.

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly. (1972, 774, § 4.)

#### Editorial Note—

Section 12 of the inserting act provides that this act shall apply to contracts entered into pursuant to an invitation for bids issued subsequent to the effective date of this act.

#### Code of Massachusetts Regulations—

Claims for equitable adjustment in contract price for differing subsurface or latent physical conditions. 333 CMR 13.01 et seq.

CASE NOTES

Certain public construction contracts must contain equitable adjustment provisions to cover site conditions which differ substantially or materially from conditions indicated in plans or contract documents. *Glynn v Gloucester* (1980, Mass App) 1980 Adv Sheets 605. 401 NE2d 886.

justment in total contract price due to unanticipated soil conditions should have been dismissed for failure to make written request for adjustment and to follow dispute resolution procedures set out in contract. *Skopek Bros., Inc. v Webster Housing Authority* (1981 Mass App) 416 NE2d 1006. 1981 Adv Sheets 428.

Contractor's action for equitable ad-

§ 390. Awarding Authority May Order General Contractor to Suspend, Delay, etc. Work; Adjustment in Contract Price; Submission of Claims.

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

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

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as

practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim. (1973, 1164.)

§ 39P. Time for Decision by Awarding Authority, etc. on Interpretation of Specifications, Approval of Equipment, etc.

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made. (1973, 1164.)

§ 39Q. Contracts for Construction or Repair Etc. of Public Buildings; Required Provisions.

(1) Every contract awarded by any state agency as defined by section thirty-nine A of chapter seven for the construction, reconstruction, alteration, remodeling, repair or demolition of any capital facility as defined by the aforesaid section thirty-nine A shall contain the following subparagraphs (a) through (d) in their entirety:

(a) Disputes regarding changes in and interpretations of the terms or scope of the contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures, which shall constitute the exclusive method for resolving such disputes. Written notice of the matter in dispute shall be submitted promptly by the claimant to the chief executive official of the state agency which awarded the contract or his/her designee. No person or business entity having a contract with a state agency shall delay, suspend, or curtail performance under that contract as a result of any dispute subject to this section. Any

thousand dollars or less and no expenditure in excess of nine hundred and fifty dollars shall be authorized for the repair of a motor vehicle whose purchase price is greater than six thousand dollars by any department or agency in a garage or shop other than one maintained and operated by such department or agency or by the executive office of administration and finance without the prior written approval of the commissioner of administration. (Amended by 1985, 620, approved December 23, 1985, effective 90 days thereafter.)

**Editorial Note—**

The 1985 amendment increased the dollar amount limitation for the repair of a vehicle having a purchase price of six thousand dollars from "three hundred dollars" to "five hundred dollars", and increased the dollar limitation from "six hundred dollars" to "nine hundred dollars" for repair of a vehicle having a purchase price in excess of six thousand dollars.

**§ 38. Departments, etc., to Furnish Information Concerning Officials and Employees.**

Every state officer, department or head thereof shall, whenever required by the personnel administrator, furnish him with such information as he prescribes concerning all officials and employees of the commonwealth employed in or by such office or department for whose services money has been paid by the commonwealth. Whenever an appointing authority shall make an appointment to a position included in the classification plan established in accordance with section forty-five, such appointing authority shall certify to said administrator that the appointee possesses the qualifications for the position as established by said administrator in accordance with subclause (ii) of clause (c) of paragraph (1) of said section forty-five. (Amended by 1984, 364, § 1, approved Dec. 18, 1984, effective 90 days thereafter.)

[No change in balance of section.]

**Editorial Note—**

The 1984 amendment added the last sentence to the last paragraph concerning certification of qualifications for persons appointed to classified noncivil service positions by appointing authorities.

**§ 39F. Method of Payment to Subcontractors under Certain Public Works Contracts; Deposit of Amounts in Dispute; Proceedings to Enforce Claims to Amounts on Deposit.**

**CASE NOTES**

**5. Subcontractor's rights**

Where general contractor was in breach of contract and wrongfully withheld payments from subcontractor on highway construction project, subcontractor was entitled to direct payment from Commonwealth, but general contractor was liable to subcontractor in same amount. *Manuel F. Spencer & Son, Inc. v Commonwealth* (1983) 16 Mass App 290, 450 NE2d 1105.

**9. Practice and procedure**

General contractor was not harmed by not being allowed to be added as party or to intervene in subcontractor's suit against Commonwealth under G.L.c. 30 § 39F since it brought separate action against subcontractor which was tried together with subcontractor's suit. *Manuel F. Spencer & Son, Inc. v Commonwealth* (1983) 16 Mass App 290, 450 NE2d 1105.



§ 39I. Work to Conform with Plans and Specifications; Deviations; Certificate; Penalties.

CASE NOTES

Evidence supported judge's determination that agent of state department of environmental management waived provision of contract requiring written authorization for extra work and that agent had authority to make waiver. *Lawrence-Lynch Corp. v Department of Environmental Management* (1983) 17 Mass App 954, 458 NE2d 332, app gr (Mass) 459 NE2d 825.

Where state agency took position that contractor did not engage in substantial deviation from plans and specifications, G.L. c. 30 § 39I did not apply to contractor's claim for extra work. *Lawrence-Lynch Corp. v Department of Environmental Management* (1983) 17 Mass App 954, 458 NE2d 332, app gr (Mass) 459 NE2d 825.

Although G.L. c. 30 § 39I was inapplicable, contractor on seawall restoration project who failed to follow certain contractual procedures for seeking compensation for extra

work not authorized by state agency in writing was not entitled to compensation for extra work. *Lawrence-Lynch Corp. v Department of Environmental Management* (1984) — Mass — 467 NE2d 838, superseding (1983) 17 Mass App 954, 458 NE2d 332.

Contractor's obtaining of fill from site 600 yards away from site specified in contract was not substantial deviation from contract; G.L. c. 30 § 39I inapplicable. *Lawrence-Lynch Corp. v Department of Environmental Management* (1984) — Mass App — 467 NE2d 838, superseding (1983) 17 Mass App 954, 458 NE2d 332.

Substantial deviations from plans, specifications, or contract must be authorized in writing. *Lawrence-Lynch Corp. v Department of Environmental Management* (1984) — Mass App — 467 NE2d 838, superseding (1983) 17 Mass App 954, 458 NE2d 332.

§ 39K. Method of Prompt Payment to Contractors on Contracts for Construction, etc., of Buildings by Commonwealth, etc.

[No change in first and second paragraphs.]

[The third paragraph is amended to read as follows:]

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate. (Amended by 1985, 341, approved October 4, 1985, effective 90 days thereafter).

[No change in balance of section.]

Editorial Note—

The 1985 amendment rewrote the second sentence of the third paragraph adding provision for "each sub-trade listed in sub-bid form as required by specifications" and provision for amounts paid to each "sub-subcontractor"

CASE NOTES

Interest was properly awarded under G.L. c. 30 § 39K where city did not prepare semi-final estimate required to exercise its rights. *Thomas O'Connor & Co. v Medford* (1983) 16 Mass App 10, 448 NE2d 1276, ALR4th 3027, app den 389 Mass 1104, 451 NE2d 1167.

§ 39M. Award of Contracts for Construction, Materials, etc.; Specifications; Definitions; Applicability of Section.

[Paragraph (a) is amended to read as follows:]

(a) Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than five thousand dollars, and every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, as defined by subsection one of section forty-four A of chapter one hundred and forty-nine, estimated to cost more than five thousand dollars but not more than twenty-five thousand dollars, shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids publicly opened and read by such awarding authority forthwith upon expiration of the time for the filing thereof; provided, however, that such awarding authority may reject any and all bids, if it is in the public interest to do so. Every bid for such contract shall be accompanied by a bid deposit in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. The amount of such bid deposit shall be five per cent of the value of the bid. Any person submitting a bid under this section shall, on such bid, certify as follows:

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

---

(Name of person signing bid)

---

(Company)

This paragraph shall not apply to the award of any contract subject to the provisions of sections forty-four A to forty-four L, inclusive, of chapter one hundred and forty-nine and every such contract shall continue to be awarded as provided therein. In cases of extreme emergency caused by enemy attack, sabotage or other such hostile actions or resulting from explosion, fire, flood, earthquake, hurricane, tornado or other such catastrophe, an awarding authority may, without competitive bids and notwithstanding any general or special law, award contracts otherwise subject to this paragraph to perform work and to purchase or rent materials and equipment, all as may be necessary for temporary repair and restoration to service of any and all public work in order to preserve the health and safety of persons or property; provided, that this exception shall not apply to any permanent reconstruction, alteration, remodeling or repair of any public work. (Amended by 1983, 701, § 2, approved December 22, 1983, effective 90 days thereafter; 1984, 484, § 35, approved Jan. 7, 1985, effective 90 days thereafter; 1985, 406, § 1, approved October 18, 1985; by

§ 2, applicable only to contracts executed after the effective date of this act.)

[No change in paragraph (b).]

[Paragraph (c) is amended to read as follows:]

(c) The term "lowest responsible and eligible bidder" shall mean the bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder; and (4) who obtains within ten days of the notification of contract award the security by bond required under section twenty-nine of chapter one hundred and forty-nine; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority. (Amended by 1985, 507, approved November 20, 1985, effective 90 days thereafter)

[No change in balance of section.]

#### Editorial Note—

The 1983 amendment added a sentence after the third sentence which (1) requires a certification on the part of any person submitting a bid under the provisions of the section, and which (2) states the form required of such certification.

The 1984 amendment rewrote the first sentence of paragraph (a) deleting the words "in the case of the commonwealth, or political subdivision thereof, and more than two thousand dollars in the case of any other such awarding authority" and inserted in place thereof the words "... and every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, as defined by subsection one of section forty-four A of chapter one hundred and forty-nine, estimated to cost more than five thousand dollars but not more than twenty-five thousand dollars".

The first 1985 amendment deleted the third sentence in paragraph (a), which had provided "Such bid deposit shall be in an amount not less than five per cent of the value of the proposed work, as estimated by the awarding authority, but in no event less than one hundred dollars", and inserted therein the sentence "The amount of such bid deposit shall be five per cent of the value of the bid".

The second 1985 amendment rewrote paragraph (c) by inserting clause numbers (1)-(3) before the appropriate text, and adding a new clause (4).

#### ALR Annotations—

Waiver of competitive bidding requirements for state and local public building and construction contracts. 40 ALR4th 968.

#### CASE NOTES

##### 1. In general

Policy directives reflected in requiring contract awards to be made to lowest responsible and eligible bidders are same in GL c 30 § 39M and GL c 149 § 44A(2) (as amended by St. 1980, ch 579 § 55). *Modern Continental Constr. Co. v Lowell* (1984) 391 Mass 829, 465 NE2d 1173.

Commissioner of Labor and Industries has power to investigate facts to determine if competitive bidding statutes are being vio-

lated and to bring proceedings to enjoin award of contract, but proceedings by Commissioner are not "adjudicatory." *Department of Labor & Industries v Boston Water & Sewer Com* (1984) 18 Mass App 621, 469 NE2d 64.

##### 2. Purpose

GL c 149 §§ 44A-44I governs bidding on public building projects while GL c 30 § 39M governs bidding for public works projects (roads bridges sewerage facilities

but not buildings). *J. D'Amico, Inc. v Worcester* (1984) 19 Mass App 112, 472 NE2d 665.

### 3. Applicability

Section focuses on reconstruction, alteration, repair, remodeling as well as construction. *Commonwealth v Brown* (1984) 391 Mass 157, 460 NE2d 606.

Contracts for any "public work" not involving buildings or costing less than \$5,000 may be bid under G.L. c 30 § 39M. *Modern Continental Constr. Co. v Lowell* (1984) 391 Mass 829, 465 NE2d 1171.

### 4. Construction of terms

Bid deposit on public building project is five percent of value of bid, but bid deposit on public work project is five percent of value of proposed work as estimated by awarding authority. *J. D'Amico, Inc. v Worcester* (1984) 19 Mass App 112, 472 NE2d 665.

### 8. Practice and Procedure

Architect's decision that specific interior coating material be used was reasonable exercise of power conferred on him and was binding and final. *Acmat Corp. v Daniel*

*O'Connell's Sons, Inc.* (1983) 17 Mass App 44, 455 NE2d 652.

Failure of bidder for general contract to make bid deposit of 5 percent of value of proposed work as estimated by awarding authority was material deviation from bidding procedures which required city to reject bid. *J. D'Amico, Inc. v Worcester* (1984) 19 Mass App 112, 472 NE2d 665.

Injunction restraining Boston Water and Sewer Commission from awarding contract to contractor with low bid, due to "penny bidding," dissolved, in that there was no statute, rule or regulation forbidding practice. *Department of Labor & Industries v Boston Water & Sewer Com.* (1984) 18 Mass App 621, 469 NE2d 64.

Department of Labor and Industries had no power to issue regulation prohibiting practice of "penny bidding" by contractors. *Department of Labor & Industries v Boston Water & Sewer Com.* (1984) 18 Mass App 621, 469 NE2d 64.

Fact that contractor bid nominal amount for one item did not, by itself, invalidate bid. *Department of Labor & Industries v Boston Water & Sewer Com.* (1984) 18 Mass App 621, 469 NE2d 64.

## § 39Q. Contracts for Construction or Repair Etc. of Public Buildings; Required Provisions.

(1) Every contract awarded by any state agency as defined by section thirty-nine A of chapter seven for the construction, reconstruction, alteration, remodeling, repair or demolition of any capital facility as defined by the aforesaid section thirty-nine A shall contain the following subparagraphs (a) through (d) in their entirety:

[No change in subparagraphs (a) and (b) of subdivision (1).]

[Subparagraph (c) is amended to read as follows:]

(c) Within twenty-one calendar days of the receipt of a written decision or of the failure to issue a decision as stated in the preceding subparagraph, any aggrieved party may file a notice of claim for an adjudicatory hearing with the division of hearing officers or if the amount in controversy exceeds ten thousand dollars in lieu of appealing the decision of the chief executive official, the aggrieved party may file an action directly in a court of competent jurisdiction and shall serve copies thereof upon all other parties in the form and manner prescribed by the rules governing the conduct of adjudicatory proceedings of the division of hearing officers. The appeal shall be referred to a hearing officer experienced in construction law and shall be prosecuted in accordance with the formal rules of procedure for the conduct of adjudicatory hearings of the division of hearing officers, except as provided below. The hearing officer shall issue a final decision as expeditiously as possible, but in no event more than one hundred and twenty calendar days after conclusion of the adjudicatory

This is **EXHIBIT C**, consisting of \_\_\_\_pages, referred to in the **Agreement between OWNER and ENGINEER for Professional Services**, dated\_\_\_\_\_, 20\_\_\_\_\_.

**Duties, Responsibilities and Limitations of Authority  
of Resident Project Representative (RPR)**

Initial:  
OWNER\_\_\_\_\_  
ENGINEER\_\_\_\_\_

---

**A. General**

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

**B. Duties and Responsibilities of RPR**

1. *Schedules:* Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:*
  - a. Service as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
  - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
  - a. Record date of receipt of Shop Drawings and Samples.
  - b. Receive Samples which are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
  - c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawings or Sample if the submittal has not been approved by ENGINEER.
5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
  - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observations, or required special testing, inspection or approval
  - c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records

thereof; and observe, record and report to ENGINEER appropriate details to the test procedures and start-ups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report the ENGINEER.

6. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Engineer's modified Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER.
8. *Records:*
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
  - b. Prepare a daily report or keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
  - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
9. *Reports:*
  - a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Report immediately to ENGINEER the occurrence of any accident.
10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and are

applicable to the items actually installed, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final acceptance for the Work.

12. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
- c. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

**C. Limitations of Authority by RPR**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent or expedite the Work.
4. Shall not advise on, issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding safety precautions and programs in connection with the Work.
6. Shall not authorize OWNER to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests.

# Notice of Award

Date: \_\_\_\_\_

Project: **High Street Drainage Improvements**

Owner: **Town of Bridgewater**

Owner's Contract No.:

Contract:

Engineer's Project No.: **21408.00002**

Bidder:

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for **High Street Drainage Improvements**.

*[Indicate total Work, alternates, or sections of Work awarded.]*

The Contract Price of your Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

*[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]*

\_\_\_\_\_ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

\_\_\_\_\_ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [\_\_\_\_\_] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders, General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:  
\_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
Owner

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Copy to Engineer



**FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)  
FUNDING AGENCY EDITION**

*Prepared by*

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



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*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

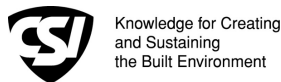
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and the

Construction Specification Institute



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1015 15th Street N.W., Washington, DC 20005  
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American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723

## INTRODUCTION

This Form of Agreement between Owner and Contractor for Construction Contract, Funding Agency Edition (Stipulated Price) ("Agreement") has been prepared for use with the Guide to the Preparation of Instructions to Bidders ("Instructions")(C-200, 2002 Edition) and with the Standard General Conditions of the Construction Contract, Funding Agency Edition ("General Conditions")(C-710, 2002 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. For guidance in the preparation of Supplementary Conditions and coordination with Instructions to Bidders, see Guide to the Preparation of Supplementary Conditions ("Supplementary Conditions")(C-800, 2002 Edition). See also Suggested Bid Form ("Bid Form") (C-410, 2002 Edition). The EJCDC has not prepared a suggested form of Advertisement or Invitation to Bid because such documents will vary widely to conform to statutory requirements.

This form and the other Bidding Documents prepared and issued by the EJCDC assume acceptance of the Project Manual concept of the Construction Specifications Institute which provides for an organizational format for location of all bound documentary information for a construction project, namely: Bidding Requirements (which term refers to the Advertisement or Invitation to Bid, the Instructions, and any Bid Form that may be suggested or prescribed, all of which provide information and guidance for all Bidders) and the Contract Documents (defined in Article 1 of the General Conditions), which include the Agreement, bonds and certificates, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications. The Bidding Requirements are not considered part of the Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter and because many contracts are awarded without going through the bidding process. In some cases, however, the actual Bid may be attached as an exhibit to the Agreement to avoid extensive retyping. (The terms "Bidding Documents" and "Bidding Requirements" are defined in Article 1 of the General Conditions.) The Project Manual concept is explained in the Manual of Practice issued by the Construction Specifications Institute.

Language is presented herein with "Notes to User" to assist in preparing the Agreement. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. The language has been coordinated with the other standard forms produced by the EJCDC. When modifying the language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of language usage and make appropriate revisions in all affected documents.

Refer to the discussions in EJCDC's Recommended Competitive Bidding Procedures for Construction Projects ("Bidding Procedures") (No. 1910-9-D, 1987 Edition) on the particular paragraphs of which frequent reference is made below. For brevity, referenced paragraphs of the Instructions to Bidders are referenced with the prefix "I," those of the Bid Form are referenced with the prefix "BF," and those of this Agreement are referenced with the prefix "A."

### NOTES:

1. EJCDC publications may be ordered from:

NSPE headquarters  
1420 King Street  
Alexandria VA 22314-2715  
(703) 684-2800  
[www.nspe.org](http://www.nspe.org)

ASCE headquarters  
1801 Alexander Bell Drive  
Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

ACEC headquarters  
1015 15th Street NW  
Washington DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

2. CSI publications may be obtained from:

CSI  
99 Canal Center Plaza, Suite 300  
Alexandria, VA 22314  
(703) 684-0300  
[www.csinet.org](http://www.csinet.org)

**FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)  
FUNDING AGENCY EDITION**

THIS AGREEMENT is by and between \_\_\_\_\_ Town of Bridgewater \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_. (“Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction activities associated with this project include the replacement of deteriorating corrugated metal pipe (CMP) drainage infrastructure with reinforced concrete pipe (RCP) (approximately 1,500 LF) within a major Town roadway. Block catch basins and manholes will also be replaced with precast concrete structures. This project also includes mill and overlay within High Street (approximately 7,000 SF), granite curb replacement, asphalt sidewalk restoration, and lawn restoration in the vicinity of the drainage repairs.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Drainage improvements project.

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by SLR International Corporation, who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work shall be completed (final completion) and ready for final payment in accordance with Paragraph 14.07 of the General Conditions. **Substantial Completion shall be by October 31, 2025 and Final Completion by December 31, 2025.**

#### 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Due to the nature of the work, it is not possible to determine the actual costs to the Town of Bridgewater when work is not completed on time. Since the project is reliant on grant funding that has an expiration date, a penalty will be assessed as provided below for delays past the agreed upon date(s) of substantial and final completion.
- B. In the event the Contractor shall fail to substantially complete the work within the time allowed hereunder for such completion, or within the time to which such completion has been properly extended in writing, the Consultant shall pay to the Town of Bridgewater as penalty, for each calendar day of delay in completing the work, the amount of \$500.00 per calendar day. Payment of any penalty costs may be waived by the Town of Bridgewater after review and consideration of the circumstances surrounding the delay(s).

#### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a Lump Sum of:

_____	_____
(words)	(figure)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK					
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>



2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

#### 6.03 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay Contractor as provided in Paragraph 14.07 of the General Conditions the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

### **ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum legal rate.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
  - E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
  - F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following
  - 1. This Agreement (Pages 1 to 7, inclusive).
  - 2. Invitation to Bid (Pages NB-1 to NB-2, inclusive).
  - 3. Instructions to Bidders (Pages IB-1 to IB-5, inclusive).
  - 4. Performance bond (Section C-610 pages 1 to 3, inclusive).
  - 5. Payment bond (Section C-615 pages 1 to 3, inclusive).
  - 6. Bid forms and bonds (Pages F-1 to F-14, inclusive).
  - 7. General Conditions (Section C-710 pages 1 to 64, inclusive).
  - 8. Supplementary Conditions (Pages SC-1 to SC-39, inclusive).
  - 9. Special Provisions and Attachments as listed in the table of contents of the Project Manual.
  - 10. Drawings consisting of 12 sheets with each sheet bearing the following general title: High Street Drainage Improvements
  - 11. Addenda.
  - 12. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages F-7 to F-14, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - 13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (Section C-550 pages 1 to 1, inclusive).



- b. Work Change Directives.
  - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

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

### **10.03 *Successors and Assigns***

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

### **10.04 *Severability***

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement is dated \_\_\_\_\_. This Agreement shall not be effective unless and until Agency's designated representative concurs.

OWNER:

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

# Notice to Proceed

Date: \_\_\_\_\_

Project: **High Street Drainage Improvements**

Owner: **Town of Bridgewater**

Owner's Contract No.:

Contract:

Engineer's Project No.: **21408.00002**

Contractor:

Contractor's Address: *[send Certified Mail, Return Receipt Requested]*

You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is **October 31, 2025**, and the date of readiness for final payment is **December 31, 2025**

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Given by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Copy to Engineer

## PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

---

CONTRACTOR (*Name and Address*):                      SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

### CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

### BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

- 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
- 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
- 2.3 Owner has agreed to pay the Balance of the Contract Price to:
  1. Surety in accordance with the terms of the Contract; or
  2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

- 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
- 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
- 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
  1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
  2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

## PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

---

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

### CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

### BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.



10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other*):

## Stored Material Summary

## Contractor's Application

For (contract):						Application Number:			
Application Period:						Application Date:			
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
Totals									

## Certificate of Substantial Completion

Project: **High Street Drainage Improvements**

Owner: **Town of Bridgewater**

Owner's Contract No.:

Contract:

Engineer's Project No.: **21408.00002**

**This definitive Certificate of Substantial Completion applies to:**

☒ All Work under the Contract Documents:                      ☐ The following specified portions of the Work:

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\_\_\_\_\_  
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

☐ Amended Responsibilities                      ☒ Not Amended

Owner's Amended Responsibilities:

---

---

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Contractor's Amended Responsibilities:

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---

---

---

The following documents are attached to and made part of this Certificate:

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This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
----------------------	------

Accepted by Contractor	Date
------------------------	------

Accepted by Owner	Date
-------------------	------

# Work Change Directive

No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: <b>High Street Drainage Improvements</b>	Owner: <b>Town of Bridgewater</b>	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.: <b>21408.00002</b>	

**Contractor is directed to proceed promptly with the following change(s):**

Item No.	Description

**Attachments (list documents supporting change):**


## Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Non agreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

## Estimated change in Contract Price and Contract Times:

Contract Price \$ \_\_\_\_\_ (increase/decrease)      Contract Time \_\_\_\_\_ (increase/decrease)  
days

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

# Change Order

No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Project: **High Street Drainage Improvements**

Owner: **Town of Bridgewater**

Owner's Contract No.:

Contract:

Date of Contract:

Contractor:

Engineer's Project No.: **21408.00002**

## **The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

Attachments (list documents supporting change):

### **CHANGE IN CONTRACT PRICE:**

### **CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ \_\_\_\_\_

[Increase] [Decrease] from previously approved  
Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

\$ \_\_\_\_\_

Contract Price prior to this Change Order:

\$ \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

\$ \_\_\_\_\_

Contract Price incorporating this Change Order:

\$ \_\_\_\_\_

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders  
No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_

Engineer (Authorized Signature)

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable):

ACCEPTED:

By: \_\_\_\_\_

Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_

Contractor (Authorized

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

**B. COMPLETING THE CHANGE ORDER FORM**

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

**Field Order**  
**No. \_\_\_\_\_**

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: <b>High Street Drainage Improvements</b>	Owner: <b>Town of Bridgewater</b>	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.: <b>21408.00002</b>

**Attention:**  
You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: \_\_\_\_\_  
(Specification Section(s)) (Drawing(s) / Detail(s))

Description:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

	Engineer:
--	-----------

Receipt Acknowledged by Contractor:	Date:
-------------------------------------	-------

Copy to Owner



**HIGH STREET DRAINAGE IMPROVEMENTS  
BRIDGEWATER, MASSACHUSETTS**

**SPECIAL PROVISIONS**

**SLR No. 21408.00002  
June 2025**

SPECIAL PROVISIONS TO:

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES 2025

INCLUDING SUPPLEMENTAL SPECIFICATIONS DATED 2025

PREPARED FOR:

THE TOWN OF BRIDGEWATER, MASSACHUSETTS  
66 CENTRAL SQUARE  
BRIDGEWATER, MA 02324

PREPARED BY:

SLR INTERNATIONAL CORPORATION  
99 REALTY DRIVE  
CHESHIRE, CT 06410

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## **INTRODUCTION TO THE SPECIAL PROVISIONS**

The work to be performed hereunder shall conform to the Commonwealth of Massachusetts, Department of Transportation, "Standard Specifications for Highways and Bridges", dated 2025 or the most recent edition available, and any "Supplemental Specifications" issued by the Massachusetts Department of Transportation. The work to be performed shall also conform to the Massachusetts Department of Transportation "Construction Standard Details", dated 2025 and the By-Laws of the Town of Bridgewater, Massachusetts, all as amended or supplemented herein.

References in the following Special Provisions, unless otherwise stated, are to the aforesaid "Standard Specifications." In case of conflict between these Special Provisions, Plans, and the aforesaid Standard Specifications, the order of governance in order of descending authority shall be as follows: 1) Special Provisions 2) Plans 3) Town Contract Forms and Conditions, and 4) Standard Specifications. The enforcement of the requirements of any of these Special Provisions shall not be construed as waiving any of the rights of the Party of the First Part contained in any of the other provisions of this Contract.

It is the intent of these Special Provisions to modify the Method of Measurement and Basis of Payment for the Standard Massachusetts Department of Transportation (MassDOT) work items identified. Nothing in this specification shall relieve the Contractor of his duty to perform his work in accordance with the MassDOT Standard Specifications.

All work performed under this contract shall comply with the following requirements (using the latest edition available at the time of contract signing, unless otherwise specified):

- Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highways and Bridges including any supplemental specifications.
- Construction Standard Details
- Notes on Walks and Wheelchair Ramps for Designers and Construction Engineers
- Massachusetts Department of Transportation Highway Division – Traffic Management Plans and Detail Drawings.
- Commonwealth of Massachusetts Department of Public Works – Standard Drawings for Signs and Supports
- Commonwealth of Massachusetts Department of Public Works – Standard Drawings for Traffic Signals and Highway Lighting
- The Massachusetts Amendments to the 2009 Manual on Uniform Traffic Control Devices (MUTCD)
- The Plans and these Special Provisions

Note: Any reference made to the "Department" shall be, for the purposes of this contract only, considered the Town of Bridgewater, Massachusetts "Owner."

Note: Any reference made to the "Engineer" shall be, for the purposes of this contract only, considered the Town of Bridgewater, acting directly or through an authorized representative, such representative acting within the scope of the particular duties entrusted to him.

Note: Any reference made to the "Party of the First Part" shall be, for the purposes of this contract only, considered the Town of Bridgewater, Massachusetts or their duly authorized officials.

Note: Any reference made to the "Commonwealth" shall be, for the purposes of this contract only, considered the Commonwealth of Massachusetts, but in some cases may refer to the Town of

Bridgewater: that determination to be made by the Engineer.

The Standard Specifications are hereby amended by the following modifications, additions and deletions.

## **NOTICE(S) TO CONTRACTOR**

**NTC 1:** The Contractor is advised that the project has received public funding and is subject to a strict completion deadline to be eligible for that funding. The selected contractor **MUST** achieve **Substantial Completion by October 31, 2025**, and **Final Completion by December 31, 2025**. All site work, including paving, line striping, and seeding must be completed by the Substantial Completion date in accordance with all time of year restrictions for these activities. Contractor shall pay liquidated damages for any delays.

**NTC 2:** The Contractor is required to submit a list of submittals, and a Critical Path Method (CPM) baseline schedule a minimum of two weeks prior to the pre-construction conference. The CPM baseline schedule shall include a construction sequence that acknowledges and meets all project completion dates. The Contractor shall be responsible for submitting look-ahead schedules and monthly CPM schedule updates throughout the duration of the project.

**NTC 3:** The High Street roadway shall not be fully closed to traffic without advance approval from the Town. Under normal working conditions, the Contractor must ensure continuous vehicular access (minimum one lane) through the work zone. The Contractor is not permitted to use police details as the primary method of traffic control and must establish a Temporary Traffic Control (TTC) Zone in accordance with MassDOT standards. Contractor must submit a Traffic Management Plan for approval by the Town. Full road closures may only occur over a period of three days and must be authorized by the Town with a minimum of two weeks' notice.

**NTC 4:** It is the Town's intent to reuse existing catch basin frame and grates and manhole frame and covers in proposed structures. The Contractor shall salvage all existing frames and grates/covers for reuse. Any frames and grates/covers in poor condition, as determined by the Town, shall be disposed of as part of the Lump Sum bid. It is the Contractor's responsibility to inventory these features and ensure that all precast structure Shop Drawings are coordinated with the correct frame dimensions. Separate bid items are provided for reused (221.09 & 222.09) or new (221.11 & 222.11) frames and grates/covers. The Contractor shall credit unused amounts of these unit price items to the Town by Change Order.

**NTC 5:** It is the Town's intent to reuse existing granite curb sections. The Contractor shall attempt to salvage all granite curb for reuse. Any granite curb that is damaged or in poor condition, as determined by the Town, shall be disposed of as part of the Lump Sum bid. It is the Contractor's responsibility to inventory the salvaged curb in coordination with new curb to complete the work. Separate bid items are provided for reused (580.1) or new (514.18) curb. There shall be no extra payment for curved sections of curb. The Contractor shall credit unused amounts of these unit price items to the Town by Change Order.

**NTC 6:** Allowances are included in the Contract to allow for payment for unforeseen work. A Field Order Allowance (A1) is included for any field order directives issued by the Town during construction. Payment under this allowance item must be pre-approved by the Town. At project closeout, the Contractor shall credit unused amounts of the allowance to the Town by Change Order.

**NTC 7:** Contractor shall provide additional survey and staking as required to complete the proposed work, including survey of structures with missing invert information, and verification of all structure inverts.

**NTC 8:** The Contractor is required to perform test pits at each proposed structure location to ensure the proposed structure, including sumps, can be installed without impacts to existing utilities. This must be done prior to submitting Shop Drawings. Test pits for each structure shall be included in the unit cost for that structure. Additional test pits within High Street shall be provided as needed to avoid utility conflicts, at

locations shown on the Plans or as requested by the Town. The Contractor shall bring any conflicts to the attention of the Town.



## **CONSTRUCTION DATES**

The Contractor is advised that the Contract requires a strict completion date due to grant funding requirements. Refer to the Town's Contract Forms and Conditions.

## **PROSPECTIVE BIDDER REQUIREMENTS**

Bidders shall be pre-qualified by the Massachusetts Department of Transportation. Only bidders pre-qualified by MassDOT may receive an official proposal format of the bidding documents.

## **WORK SCHEDULE**

During construction, the Contractor must maintain at least one travel lane on High Street during working hours, and two-way traffic during non-working hours. Full road closures are only allowed for certain phases of work, with prior Town approval. Traffic setups for lane closures shall not begin before 7:00 a.m., and all construction equipment shall be off the road by 3:30 p.m., including traffic control setups, unless approved by the Town.

The Contractor shall submit a written proposed work schedule and Traffic Management Plan to the Town for review before starting any work. The schedule must minimize disruption to vehicular and pedestrian traffic and limit exposure to unpaved surfaces. Full road closures require coordination with the Town, and High Street cannot be fully closed without Town approval.

## **SUBSURFACE CONDITIONS**

Borings and groundwater observations were not performed as part of this project. The Bidder is free to conduct these activities in preparing their bid, however, the cost to do so will be the sole responsibility of the Bidder. Any ground-disturbing activity will be coordinated through the Town of Bridgewater.

## **SUBCONTRACTS**

The Bidder is specifically advised that any proposed Subcontractor to this Contract must be acceptable to the Town and that contract insurance requirements apply to each Subcontractor as well as to the Contractor.

## **ACCESS TO THE JOB SITE, STAGING, STORAGE**

The Contractor must obtain whatever access rights are required for contract work outside the Limit of Work shown on the Plans, or outside of public ways. If staging areas or additional access or work areas are desired by the Contractor, it will be the responsibility of the Contractor to make the necessary legal arrangements for same. The Town will not be responsible for providing storage or staging areas for the work proposed in this Contract, other than what is shown on the Plans. The Contractor must coordinate exact locations for use of Town owned property and abide by all requests of Town staff. The Contractor must furnish the Owner with a copy of written permission from any and all affected property owners where the Contractor intends to use private property for storage, staging, etc.

## **WATER CONTROL AND DEWATERING**

Compensation for any water control or dewatering operations necessary to complete any work required in the contract shall be conducted in accordance with applicable local, state, and federal environmental permits, and the cost of permit compliance shall be included in Item 991.1 –Water Control.

## **PROVISIONS FOR TRAVEL AND PROSECUTION OF WORK**

Emergency access must be always maintained through the work site, and operations must be scheduled and executed to minimize delays to vehicles and pedestrians. The Contractor shall prosecute his work so that traffic will be maintained over and through the work site, with a maximum of safety and convenience in accordance with the provisions of Section 7.09, Public Safety and Convenience.

The Contractor shall be responsible for the erection, location and maintenance of suitable signs, barricades, lighting and other devices necessary to afford adequate protection to his workers, Town personnel and consultants assigned to the project and to the traveling public in accordance with the project Plans and specifications and further in accordance with the provisions of the MUTCD. In lieu of any provisions of Subsection 7.11 of the Standard Specifications to the contrary, payment for all costs (including Roadway Flaggers) incurred in maintaining the flow of traffic and protecting the public during construction shall be considered as included in the various contract prices, and no additional payment will be allowed thereafter.

Use of police details must be pre-approved by the Town and shall not be the primary method of traffic control. Requests for use of police details, to be approved by the Town, must be coordinated at least one week in advance. The Town will pay for any required police details.

## **HAUL ROUTES AND POSTED LIMITS**

It is the Contractor's responsibility to ascertain whether haul routes are over accepted public ways or private ways prior to using same for hauling purposes, and it is further the Contractor's responsibility to ascertain whether there are any weight limitations or other restrictions and to abide by them. If the Contractor or his Subcontractor utilizes any bridges with posted limits, he shall submit to the Engineer a list of all vehicles including equipment used during construction and shall verify that weight restrictions are not exceeded. No additional compensation shall be granted due to any inconvenience imposed on the Contractor due to any haul routes.

## **TRAFFIC CONTROL**

Traffic control shall comply with the applicable sections of Part VI of the latest edition of the *Manual on Uniform Traffic Control Devices*. Sign placement shall conform to the applicable sketches herein and/or as shown in said Part VI.

The Contractor shall provide and use the necessary (as approved) warning devices, barricades, drums, signs, special lighting units, special apparel, etc. in accordance with the provisions of Section 850, Traffic Controls for Construction and Maintenance Operations in the performance of the work.

Work areas on this project shall not be left overnight without adequate protection. A sufficient amount of traffic cones, drums, barricades, and hazard warning lighting devices will be placed and maintained as necessary and approved, or where and when approved by the Engineer.

Where the Town authorizes general traffic from a traveled way to be detoured over Town streets, the Contractor shall be responsible for maintenance of such detours and placing them in the equivalent condition they were in prior to general traffic being detoured. No extra payment will be made for such work.

## **UTILITY CONTACT**

Before commencing work on the project, the Contractor shall be responsible for contacting all utility companies servicing the area 72 hours prior, to obtain construction requirements, standards, and to provide adequate notice of commencement of work. The Contractor's attention is further directed to the requirements of Protection of Utilities and Property herein included in these Special Provisions.

### **DRAINAGE**

The Contractor shall maintain the existing drainage system within the project corridor to provide continuous drainage of the roadway and construction area. No separate payment will be made for the maintenance or cleaning of the existing drainage system but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

### **NOTIFICATION TO ABUTTERS**

The Contractor shall notify each abutting property owner or building manager at least 7 days before the start of construction that is proposed to impact access to their property. The Contractor will inform the owner of the property or building manager as to the type of work that will be performed, the period of time (hours, time of day, number of days) and any restrictions that may result such as access to building, parking, utilities, etc. The Contractor will provide a contact name and number to each property owner or building manager to maintain communication throughout the project.

### **PERSONAL PROTECTIVE SAFETY EQUIPMENT FOR CONTRACTOR PERSONNEL**

The Contractor is responsible to ensure that all personnel, including all subcontractors, working on the project are issued and are wearing all necessary personal protective safety equipment while working within the project limits. This equipment shall include, as a minimum, a hardhat, and a safety vest regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which the contractor and its subcontractors are engaged and in accordance with all local, state, and federal requirements in effect. Safety equipment shall be provided at no additional cost to the Town.

### **DISPOSAL OF EXCESS MATERIAL**

Surplus materials obtained from any type of excavation, and all existing and other materials not required to be removed and stacked or needed for use on the project, as determined by the Engineer, shall become the property of the Contractor and disposed of subject to the regulations and requirements of local authorities governing the disposal of such materials, in accordance with each bid item, at no additional compensation.

### **APPROVED EQUIVALENT (Supplementing Subsection 5.03 and Section 6.00)**

For any materials named or described in these specifications, an approved equivalent (approved equal) to that named or described in the said specifications may be furnished, as approved by the Engineer.

### **ENGINEERING DIRECTIVES**

Contractors can access MassDOT, Highway Division Engineering Directives at:  
<https://www.mass.gov/lists/construction-specifications>

### **GOVERNING LAW**

This contract is subject to all relevant chapters and sections of the Massachusetts General Law  
<https://malegislature.gov/Laws/GeneralLaws>

## **SECTION 2.00 – PROPOSAL REQUIREMENTS AND CONDITIONS**

Delete the entire section.

Refer to the Specifications prepared by the Town of Bridgewater, including, but not limited to Invitation to Bid, Instructions to Bidders, Bid Forms and Contract Forms and Conditions for information regarding proposal requirements and conditions.

## **SECTION 3.00 – AWARD AND EXECUTION OF THE CONTRACT**

Delete the entire section.

Refer to the Specifications prepared by the Town of Bridgewater, including, but not limited to Invitation to Bid, Instructions to Bidders, Bid Forms and Contract Forms and Conditions for information regarding award and execution of the contract.

## **SECTION 4.00 – SCOPE OF WORK**

Section 4.00 – Scope of Work is amended as follows:

### **4.01      Intent of the Contract** – Add the following to the end of Subsection 4.01:

The work under this Contract consists of replacement of deteriorating corrugated metal pipe (CMP) drainage infrastructure with reinforced concrete pipe (RCP) within a major Town roadway. Block structure catch basins and manholes will also be replaced with precast concrete structures. This project also includes mill and overlay within High Street, granite curb replacement, asphalt sidewalk restoration, and lawn restoration in the vicinity of the drainage repairs.

### **4.07      Maintenance of Detours** – Delete paragraph "A" and replace with the following:

- A. Where the Town authorizes general traffic from a traveled way to be detoured over Town streets, the Contractor shall be responsible for maintenance of such detours and placing them in the equivalent condition they were in prior to general traffic being detoured. No extra payment will be made for such work.

## **SECTION 5.00 – CONTROL OF WORK**

Section 5.00 – Control of Work is amended as follows:

### **5.02      Plans and Detail Drawings** – All submittals, shop drawings and working drawings shall be submitted via email directly to:

Town of Bridgewater  
151 High Street  
Bridgewater, MA 02324  
Attn: Mr. Gregory J. Tansey, PE  
Email: [gtansey@bridgewaterma.org](mailto:gtansey@bridgewaterma.org)

**5.03**      **Conformity with Plans and Specifications** – The Contractor shall make his own determination of dimensions and details in the field and have no claim for difference between the Plans and the actual field measurements.

**5.07**      **Construction Survey Control** – Delete the entire subsection and replace with the following:

- A.      Construction baselines and benchmarks are shown on the Plans. The survey control points (CP) provided herein are based on information derived from the original survey and **HAVE NOT** been verified by SLR International Corporation (SLR) since. These points are being furnished for informational purposes only and the user of this information is cautioned to verify the existence of, and field check the accuracy of these points prior to use. Any other information contained herein is copied from previous maps or plans and may not reflect current conditions. The user is cautioned not to rely on its accuracy. **SLR DISCLAIMS ANY LIABILITY** whatsoever to user of this document due to lost, damaged and/or disturbed CP's. There are no warranties, representations, expressed or implied and SLR cannot be held responsible for any discrepancies that may arise.
- B.      The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etc., will occur.
- C.      The Contractor is responsible to perform his own construction stakeout of the project as defined within these specifications.
- D.      The Contractor shall be responsible for protecting, maintaining, and/or transferring all benchmarks as needed to complete the work. Benchmarks within the project limits that need to be transferred or reset shall be done prior to the start of excavation or construction work.
- E.      The Contractor shall be responsible for the placement and preservation of adequate ties to all control points, whether established by him or found on the project, necessary for the accurate re-establishment of all base lines or center lines shown on the Plans.
- F.      All stakes, references, and batter boards including original, additional or replacement, which may be required for the construction operations, signing and traffic control shall be furnished set and properly referenced by the Contractor. He shall be solely and completely responsible for the accuracy of the line and grade of all features of the work. Any errors or apparent discrepancies found in previous surveys, Plans, specifications or special provisions shall be called to the Engineer's attention by the Contractor for correction or interpretation prior to proceeding with the work.
- G.      All staking shall be performed by qualified engineering or surveying personnel who are trained, experienced and skilled in construction layout and staking of the type required under the contract and who are acceptable to the Engineer. The personnel shall perform this staking under the direct supervision of a person, or persons, of engineering background experienced in the direction of such work and acceptable to the Engineer.
- H.      The Engineer may check the control of the work, as established by the Contractor, at any time as the work progresses. The Engineer will inform the Contractor of any deficiencies identified; however, said notification does not relieve the Contractor of any responsibility for the accuracy of the layout work. Further, the Contractor shall, at his expense, correct or replace as required any deficient layout and construction work which may be the result of

inaccuracies in his staking operations or of his failure to report inaccuracies in his staking operations or of his failure to report inaccuracies found in work done by the Engineer or by others. If, as a result of these inaccuracies, the Engineer is required to make further studies, redesign, or both, all expenses incurred by the Owner due to such inaccuracies will be deducted from any monies due the Contractor.

- I. The Contractor shall provide at his own expense all materials and labor as may be required to establish and maintain all project horizontal and vertical control grade lines, additional reference marks and line and grade stakes. The Contractor's plan for project control shall be submitted to the Engineer for approval prior to starting any work.
- J. If the Contractor, through willfulness or carelessness, removes or permits to be removed such reference marks before the prosecution of the work requires it, they shall be replaced at his own expense. All work shall conform, during its progress and its completion, truly to the lines and grades shown on the Plans and shall be done in a thoroughly substantial and workmanlike manner, in accordance with the Plans and directions given by the Engineer from time to time as shall be deemed necessary by him during its execution.
- K. The Contractor shall exercise due care when working around property bounds at all locations. Should any damage to a bound result from the actions of the Contractor, it shall be replaced and/or realigned by the Contractor as approved by the Engineer. No further compensation will be due the Contractor for the materials and labor required to reestablish this bound in its proper orientation as shown on the Plans.
- L. The Contractor shall promptly report to the Engineer any survey discrepancies, changed conditions, or design issues of which the Contractor or subcontractors become aware, so that the Engineer may take measures to resolve or minimize the consequences of any changes deemed necessary by the Engineer. The Contractor shall impose a similar notification requirement in all subcontracts.
- M. The Contractor shall notify Massachusetts DIG SAFE at 811 or 1-888-DIG-SAFE (888-344-7233) at least 72 business hours prior to digging. Once notified, Dig safe will contact member utilities to come to the site and mark underground utility wires, cables and pipelines.
- N. The Contractor will be provided with digital pdfs of the Plans upon which he will detail the "As-Built" line, grade and measurements. Completed As-Built drawings shall be submitted to the Engineer before final approval of the work and before final acceptance.
- O. The Contractor shall furnish all necessary personnel, engineering equipment and supplies, materials, transportation, and work incidental to the accurate and satisfactory completion of this work.

**5.09 Inspection of Work** – Amend Subsection 5.09 as follows:

**Add the following to the end of Paragraph 1:** Whenever the term "Engineer" appears in these documents, it shall be interpreted as meaning the Town's authorized representative.

**Add the following to the end of Paragraph 9:** No materials shall be used or paid for under the Contract that have not been examined and passed outside the prescribed limits of work.

**5.10 Removal of Defective or Unauthorized Work** – Amend as follows:

The Contractor shall guarantee that the Work and services to be performed under this Contract, and all workmanship, materials and equipment performed, furnished, used, or installed in the construction of the same, shall be performed and furnished in strict accordance with the Plans, Contract Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This **guarantee** shall be for a **period of one year** from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with subsections 5.11 and 9.05, the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

If at any time within the said period of guarantee, any part of the Work requires repairing, correction or replacement, the Engineer may notify the Contractor in writing to make the required repairs, corrections, or replacements. If the Contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the Engineer within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Engineer may employ other persons to make the same and all direct and indirect costs of making said repairs, corrections, or replacements, including compensation for additional professional services, shall be paid by the Contractor.

## **SECTION 6.00 – CONTROL OF MATERIALS**

### **6.01     Source of Supply and Quality** – Amend as follows:

The Contractor will be required to submit to the Engineer for approval, copies of the manufacturers or supplier's statement for each kind of material furnished, which shall certify compliance with these Contract Specifications and shall contain the information required by Section 6.01 of the Standard Specifications.

Whenever it is written that an equipment manufacturer must have a specified period of experience with his product, equipment that does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period that will guarantee replacement of that equipment in the event of failure. All shop drawings are to be clearly legible and complete, including the title block. The following information should appear in the title block:

- a) Project location and City/Town
- b) Bridge, culvert or pole number or description
- c) Contract number
- d) Contractor
- e) Description of what is on drawing

A clear, signed Massachusetts Professional Engineer's Stamp is to be affixed.

## **SECTION 7.00 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

The following Subsections shall be amended as follows:

### **7.01     Laws to be Observed** – Add the following to the end of "Section B. Air Pollution Control":

Combustible construction materials and rubbish shall not be burned. The Contractor shall provide other

satisfactory, approved methods of disposal without additional compensation.

In the conduct of construction activities and operation of equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize atmospheric emissions of air contaminants.

**7.2      Pollution Prevention** – Amend as follows:

**I.    Air Pollution Prevention.**

**B.    Construction Dust Control** – Add the following to the end of the section:

The Contractor will be held liable for any damage resulting from dust or spills of materials originating from the work under the Contract without additional compensation.

**II.   Water Pollution Requirements.**

**D.    Construction Requirements** – Add the following to the end of the section:

The Contractor's activities shall be performed by methods that will prevent entrance, or accidental spillage of solid matter, contaminants, debris or other objectionable pollutants and wastes into streams, watercourses, lakes and underground water sources. Objectionable pollutants and wastes include but are not limited to refuse, garbage, cement, steel, concrete, sewage, petroleum products, salts, paints, solvents and chemicals. Dewatering for earthwork operations or structure foundations adjacent to or encroaching on waterways or wetlands shall be conducted in a manner to prevent muddy water and silty materials from entering the waterways or wetlands by construction of intercepting ditches, hay barriers, settling ponds, or by other approved means.

Turbidity increases in a waterway that are caused by construction activities shall be limited to that permitted by State water quality standards, or as presented in these Special Provision, whichever is more stringent. This construction may include the diversion of a stream, construction and removal of a cofferdam, earthwork in or adjacent to a waterway, or construction of ditches and settling ponds. Mechanized equipment shall not be operated in flowing water except as necessary to perform the required water control work.

Note: Salt shall not be used adjacent to wells, wetlands and waterways without the approval of the Engineer.

**E.    Work in or Near Streams, Rivers and Impoundments** – Add the following to the end of the section:

The Contractor shall not store fuel nor permit any refueling of construction equipment while such equipment is in the stream or within 50 feet of its bank.

**7.04    Motor Vehicles** – Delete the first paragraph and add the following to the subsection:

The Town will not accept any materials delivered to any project in motor vehicles or semi-trailer units that exceed the legal maximum gross weight allowed for the particular class as specified in Section 19A of Chapter 90 of the General Laws of Massachusetts.

**7.05    Insurance Requirements** – Delete the entire subsection.



Delete the entire section.

Refer to the Specifications prepared by the Town of Bridgewater, including, but not limited to Invitation to Bid, Instructions to Bidders, Bid Forms and Contract Forms and Conditions for information regarding insurance requirements.

**7.09     Public Safety and Convenience** – Amend as follows:

The Contractor's attention is directed to the fact that the work on this Project may be performed on streets that are utilized by pedestrians as well as by vehicles. The Contractor shall be responsible for the installation of adequate precautions and other safety measures and controls deemed necessary by the Engineer for his own personnel. Private drives and walks shall be maintained passable by the Contractor at his own expense, and the Contractor shall assume full responsibility for the adequacy and safety of the provisions made.

All automotive equipment, not protected by traffic cones or flares that is in use in areas that are open to traffic shall have one amber flashing warning light mounted on the roof or the highest practical point of the machinery. These lights shall be in operation whenever the equipment is working on the road and/or traveling in the work area at a speed less than 20 MPH. Amber flashers must be visible to both oncoming and overtaking vehicular traffic and shall have a minimum of 32 candlepower and a flashing frequency of 50-60 times per minute.

All vehicles, except passenger cars, that are assigned to the project and that operate at speeds of 25 MPH or less, shall have an official SLOW MOVING VEHICLE EMBLEM displayed. A sketch of the Emblem is included in the Construction Standards.

No work under this contract shall be performed on Saturdays, Sundays, holidays, or the day before/after a holiday without prior written approval from the Owner. Contractor shall submit a proposed work schedule to the Owner for his review before any work is started. Extended working hours may be granted with Owner approval.

The Contractor shall be responsible for the prosecution of all necessary work in order to meet the schedule requirements with no additional compensation therefore, other than as provided under the Contract Proposal. The Contractor shall have no claim for damages of any kind on account of any interruption, delay or suspension of the work affected by the schedule requirements.

The Contractor shall be responsible for maintenance of flow in all water courses, water pipes, drains and other pipes in the flow way of the proposed work or for any conveyance of the flow to a suitable point of discharge in such a manner that there will be no flow upon or hindrance to other work or cause a nuisance of any kind.

**7.13     Protection and Restoration of Property** – Amend as follows:

The Contractor's attention is directed to the existence of overhead and underground utilities on all streets involved in this contract. The utilities may include storm drains, water, telephone, electric, gas, sanitary sewer, cable television, etc. The Contractor will be required to take any and all precautions necessary to protect all remaining or newly installed utilities during the execution of this contract. The Contractor's attention is further directed to Sections 7.13 and 7.14 of the Standard Specifications.

The Contractor, in constructing or installing structures alongside or near sanitary sewers, storm drains,

water or gas pipes, electric, cable or telephone conduits, poles, sidewalks, walls or other structures to remain, shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. They shall also be responsible for the repair or replacement, at their own expense, of any damage to such structures caused by their acts or neglect and shall leave them in the same or better condition as they existed prior to the commencement of work. In case of damage to utilities to remain, the Contractor shall promptly notify the owner and shall, if requested by the Engineer, furnish laborers to work temporarily under the utility owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the utility company which suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefor.

If, as the work progresses, it is found that any of the utility structures to remain are so placed as to render it impracticable, in the judgment of the Engineer, to do the work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the Town will, as soon thereafter as it reasonably can, cause the position of the utilities to be changed or take such action as it deems suitable and proper. If live service connections are to be interrupted by excavation of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall also be plugged off or otherwise made secure by the utility company involved.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in protecting or repairing property to remain as specified in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

## **SECTION 8.00 – PROSECUTION AND PROGRESS**

The following Subsections shall be amended as follows:

### **8.02 Schedule of Operations** – Replace the first paragraph with the following:

The Contractor is required to submit, to and for the comments of the Owner, a Critical Path Method (CPM) baseline schedule within two weeks of the notice to proceed. The CPM baseline schedule shall show the proposed methods of construction and sequence of construction work and the time the Contractor proposes to complete the various items of work. The schedule shall acknowledge and demonstrate that it will meet all project milestones and required phase completion dates. The Contractor shall be responsible for submitting monthly CPM schedule updates throughout the duration of the project.

### **8.07 Character of Workers, Methods, and Equipment** – Add the following to the end of the fourth paragraph:

Other safety equipment shall be added as required to perform the work in which the Contractor and its subcontractors are engaged and in accordance with all local, state, and federal requirements in effect. Safety equipment shall be provided at no additional cost to the Town.

### **8.08 Preservation of Roadside Growth** – Delete the entire subsection and replace with the following:

The Contractor shall exercise care to preserve the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural

surroundings in the vicinity of the work. Except where clearing is required for permanent works and for excavation operations, all trees, native shrubbery, and vegetation shall be preserved and protected from. Movement of men and equipment shall be done in a manner that will prevent damage to property.

All work areas shall be groomed and regraded in a manner to conform to the natural appearance of the landscape. Where destruction, scarring, damage, or defacing may occur as a result of the Contractor's operations, the same shall be repaired, replanted, reseeded, replaced or otherwise corrected at the Contractor's expense.

The location and grade of temporary access roads shall be subject to the approval of the Engineer. When no longer required by the Contractor, temporary access roads shall be regraded to conform to the natural contours and shall be left in a condition that will promote revegetation.

The Contractor shall take all necessary care when excavating or working in the vicinity of existing trees that are to remain so that the root systems, trunks, and branches are not damaged. All precautions shall be taken to ensure that heavy equipment does not damage any roots, including those that lie below the limits of excavation.

Avoid any direct soil contamination in root zone areas by petroleum, petroleum products or solvents, salts, or any other pollutant during construction.

All cutting or trimming of trees to be preserved shall be executed by a Massachusetts Certified Arborist. The Contractor shall provide the Engineer with a copy of the certification prior to any work on trees.

Trees that, in the judgment of the Engineer and the Town of Bridgewater, have been irreparably damaged by the Contractor shall be removed at no cost to the Owner. The cost of removal of destroyed trees shall be paid for by the Contractor.

**8.11 Failure to Complete Work on Time** – Delete Schedule of Liquidated Damages and replace with the following:

The Contractor shall pay, as liquidated damages, the sum of five hundred dollars (\$500.00) for each consecutive calendar day of delay for completing the Contract as further discussed in the Funding Agency Agreement.

## **SECTION 9.00 – MEASUREMENT AND PAYMENT**

The following Subsections shall be amended as follows:

**9.01 Measurement of Quantities** – Section shall be amended as follow:

Method of measurement will be as defined in the Standard Specifications and/or as modified in these Special Provision for each pay item.

**9.02 Scope of Payment** – Section shall be amended as follow:

Basis of payment shall be as specified in the Standard Specifications and/or as modified in these Special Provisions for each pay item.

**9.04 Partial Payment** – Delete the first two paragraphs and replace with the following:

The Engineer shall make a monthly estimate of the total amount of work completed from one estimate to the next. The Town will process the estimated value from the Engineer's report. The Party of the First Part shall retain 5% of such estimated value, as part security for the fulfillment of the Contract by the Contractor, and shall also retain from said estimates an amount sufficient to cover claims which it may have against the Contractor and claims filed pursuant to Chapter 149, Section 29 and Chapter 30, Section 39A and F of the Massachusetts General Law. The party of the First Part shall pay monthly to the Contractor while carrying on the work the balance not retained as hereinbefore provided. No such estimates or payment shall be required to be made when, in the Engineer's judgment, the work is not proceeding in accordance with the provisions of the Contract, or when in his judgment the total value of the work done since the last estimate amounts to less than \$1,000.00.

## **SUBSECTION 100 EARTHWORK, GRADING & DEMOLITION**

### **ITEM 1.**

### **SITE PREPARATION**

### **(LUMP SUM)**

#### **General**

The work performed under this item shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for:

Subsection 101 – Clearing and Grubbing

Subsection 644 – Chain Link Fences and Gates

For the following standard work Items:

- Item 101. Clearing and Grubbing
- Item 102. Selective Clearing and Thinning
- Item 102.51 Individual Tree Protection – Armoring & Pruning
- Item 103. Tree Removed – Diameter Under 24 Inches
- Item 104. Tree Removal – Diameter 24 Inches and Over
- Item 105. Stump Removed

And including and/or amended as follows:

#### **Pre-Construction Meeting**

Conduct conference at project site with the Engineer, Town, and/or regulatory representatives.

#### **Coordination with Project Partners**

This item covers all coordination efforts with project partners during construction, including, but not limited to representatives of private property owners, public utility companies, the Engineer, and the Town of Bridgewater.

#### **Survey Stakeout**

This item shall cover **ALL** work associated with survey stakeout as described in Section 5.0 Control of Work, Subsection 5.07 Construction Survey Control.

#### **Pre-Existing and Post-Construction Conditions Documentation and Photographic Survey**

This work shall involve the documentation of pre-existing conditions prior to commencement of construction activities and monitoring within the entirety of the project area during the construction activities at the direction of the Town. Where applicable, the work shall also include review of parking areas, sidewalks, buildings to remain, retaining walls, wingwalls, private property features and other structures accessory to the location. Where defects are noted, such notations shall indicate severity or extent of condition (i.e., crack width, length, depth, etc.). Data gathered shall be accompanied by a written description of the conditions noted, and photo documentation of the condition of the structures/features in question.

This work will also include a post-construction documentation within the entirety of the disturbed area. The post-construction documentation and photographic survey shall demonstrate that no damage has been done to any infrastructure or feature in the project area. Contractor shall note any changes or damages caused during construction and submit a corrective measure plan.

Pre-existing construction documentation and photos shall be submitted prior to beginning construction and shall be approved by the Owner. Digital photos shall have date and time verification.

#### Stripping and Stockpile of Topsoil

Prior to starting general excavation, strip topsoil from areas that are to be filled, excavated, landscaped or re-graded to such a depth that it prevents intermingling with underlying subsoil or questionable materials as indicated on the Plans. Strip topsoil if present to its entire natural depth.

Topsoil shall consist of organic surficial soil found in depth of not less than 6". Satisfactory topsoil if found on site shall be free of any invasive species as well as reasonably free of subsoil, clay lumps, stones, and other objects over 1" in diameter, weeds, roots, and other objectionable material.

If topsoil is available on site, it shall be stockpiled within the work limit lines. Owner's representative shall approve stockpile and salvage areas. Construct storage piles to freely drain surface water. Cover storage piles as required to prevent windblown dust. Stockpiles shall be stabilized in accordance with the Sediment and Erosion Control Plans and appropriate specifications.

#### Item 101. Clearing and Grubbing

Clearing and grubbing shall proceed as necessary to complete the work. The notification and approval of the Town is required for the removal or substantial thinning of any trees greater than 3" diameter at breast height (DBH) not shown on the Plans.

#### Item 102.51 Individual Tree Protection

Work included under this item shall include the protection of individual trees with temporary chain link fence and shall be approved by the Engineer. Tree protection fence shall be made of 10-foot panel sections and be a minimum of 4-foot high installed as shown on the Plans. If the work area extends beyond the proposed limits, any additional trees at risk of damage from construction activities shall be protected.

#### Item 103. Tree Removed – Diameter Under 24 Inches

Work included under this item shall include the removal of trees as needed to install structures and site features and as shown on the Plans. Removal of trees shall include removal of the root ball. Trees greater than 6 inches in diameter shall be confirmed to be removed prior to removal by the engineer

#### Site Cleanup and Restoration

This work includes restoring and cleaning up all areas that are disturbed during construction. Excavated and clearing and grubbing material shall be removed as directed, absolutely no debris may be left on the site. The Contractor is responsible for restoring all stockpile, staging, and construction access areas as directed on the Plans and the relevant sections of the specifications. It is the Contractor's responsibility to repair any damage to site or structures caused during construction to restore them to their original condition, to the acceptance of the Town or private property owner.

This item shall include the relocation and/or resetting of all materials to be salvaged, stockpiled, and protected for future reuse, even if not shown on the Plans. These materials include, but are not limited to, signs, monuments, etc.

#### **Submittals**

1. Construction Baseline Schedule – The Contractor shall submit a Construction Baseline Schedule a minimum of two (2) weeks prior to the Pre-Construction Conference. The initial schedule shall be of sufficient size and complexity as required to display the schedule for the entire project period,

including project milestone, critical paths and discrete activities.

- a. The Contractor is advised that the project has received state funding and is subject to a strict completion deadline to be eligible for that funding. The selected contractor MUST achieve Substantial Completion by October 31, 2025, and Final Completion by December 31, 2025. All site work, including paving, line striping, and seeding must be completed in accordance with all time of year restrictions for these activities in order to issue Substantial Completion. Contractor shall pay liquidated damages for any delays.
2. Monthly Progress Schedules – At monthly intervals, the Contractor shall update the schedule to reflect actual construction progress and activities. Contractor shall issue the progress schedules one week prior to the regularly scheduled progress meetings.
3. Schedule of Values – The Contractor shall submit a Schedule of Values that provides a breakdown of the cost of Lump Sum Items to enable the Engineer to determine the Work performed for each Progress Payment.
  - a. The Schedule of Values shall be submitted in conjunction with the Baseline Construction Schedule and a minimum of two (2) weeks prior to the Pre-Construction Conference.
  - b. Contractor shall coordinate the Schedule of Values with the Baseline Construction Schedule
  - c. The approved Schedule of Values shall be used for monthly estimates and analysis of work completed for each bid item.
4. Schedule of Submittals – The Contractor shall submit a Schedule of Submittals a minimum of two (2) weeks prior to the Pre-Construction Conference. The Schedule of Submittals shall outline all of the required submittals to be approved as part of the project, and estimated dates for submittal and approval by the Engineer. The Contractor shall coordinate the Schedule of Values with the Baseline Construction Schedule.
5. Site Use Plan – The Contractor shall submit a Site Use Plan a minimum of two (2) weeks prior to Mobilization. The Plan shall outline the layout of the construction site, with designated areas for staging, stockpiling, temporary facilities and utilities, parking, site access, and associated erosion and control measures. The construction activities and disturbance will be confined to these specific zones to maintain safety, order, and efficiency. The Site Use Plan shall conform to all relevant sections of this Special Provisions, including but not limited to: Item 1 – Site Preparation, Site 2 – Sediment and Erosion Controls, Site 3 – Traffic Management and Item 748. Mobilization.

### **Method of Measurement and Basis of Payment**

There shall be no measurement under this item. This work shall be paid for at the contract lump sum (L.S.) price and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work described above, under Item 1 - “Site Preparation” including but not limited to:

- (a) The preparation, revisions if necessary and implementation of all required submittals, not included as part of other items.
- (b) All clearing and grubbing activities, selective clearing and thinning, stump removal, backfilling of trees to be removed, and installation and maintenance of tree protection.
- (c) Protection of all site features to remain.

- (d) Survey stakeout, and the protection, maintenance, and/or transfer of all benchmarks as needed to complete the work.
- (e) A pre-existing and post-construction conditions documentation and photographic survey of the project site.
- (f) Any coordination with project partners such as property owners, utilities, Town representatives, and Engineer
- (g) Necessary permits, compliance with issued permits and regulations, and coordination not stated elsewhere in the contract.
- (h) The restoration and cleanup of the project area, including but not limited to resetting and/or relocation of salvaged items, restoration and/or repair of all disturbed/damaged areas to its original state or better.

This item shall include any and all work required by the Standard Specifications, Special Provisions, and Plans not included elsewhere in the Contract to complete the work. Payment shall fully compensate the Contractor for any work that is not specified or shown, but which is necessary to complete the project. Any work necessary for the completion of the work not covered in any other item shall be considered incidental to the contract and shall be included and paid for under the lump sum price for Item 1 – “Site Preparation”.



**ITEM 2.****EROSION AND SEDIMENT CONTROLS****(LUMP SUM)****General**

The work performed under this item shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for:

Subsection 170 – Grading  
Subsection 440 – Roadway Dust Control  
Subsection 670 – Sedimentation Fence  
Subsection 767 – Mulching and Erosion Control

For the following standard work Items:

Item 118. Temporary Construction Access Road  
Item 443. Water for Roadway Dust Control  
Item 657. Temporary Fence  
Item 697. Sedimentation Fence  
Item 697.1 Silt Sack  
Item 697.2 Floating Silt Fence  
Item 756. NPDES Stormwater Pollution Prevention Plan  
Item 765.2 Seeding for Short Term Erosion Control  
Item 767.121 Sediment Control Barrier  
Item 767.3 Straw Mulch  
Item 767.8 Bales of Hay for Erosion Control

And including and/or amended as follows:

**Roadway Dust Control**

The Contractor is responsible for controlling all sediment and dust on public roadways, which may require additional measures such as street sweeping and wheel washes. All public roadways shall be kept clean to the acceptance of the Engineer.

**Item 118. Temporary Construction Access Road**

The work under this item shall consist of furnishing all labor, materials, tools and equipment, as and when required, to install the temporary construction access road to gain access to the work area. Work includes formation of subgrade, grading, processed aggregate base (Division III, Section M2, of the Standard Specifications), compacted gravel borrow (Type C for driving surface), and geotextile fabric as shown on Plans. If clearing and grubbing are required to establish the temporary construction access road, the work shall be paid for under Item 1 – Site Preparation.

No disturbance shall be made to existing grade, all access roads shall be placed on grade. Grading and formation of subgrade operations shall conform to the provisions of Subsection 170 – Grading of the Standard Specifications. The processed aggregate base shall be placed and compacted in accordance with the applicable portions of the Standard Specifications.

The Contractor is responsible for the quantity of stone to construct the access road and is required to maintain the access road. The quantity of stones is unknown, depending on the proposed access road location. The Contractor is responsible to place the necessary quantity of stone. The Contractor is also

responsible for supplementing the access road as necessary during construction to maintain the top elevation of the access road.

#### Item 118.1 Stabilized Construction Entrance

A stabilized construction entrance is a pad of aggregate located at any point where traffic will be entering or leaving a construction site to or from a public right of way, street, alley, sidewalk, or parking area. The purpose of a stabilized construction entrance pad is to reduce or eliminate the tracking of sediment onto public rights of way or streets. Reducing tracking of sediments and other pollutants onto paved roads helps prevent deposition of sediments into local storm drains and production of airborne dust. Where traffic will be entering or leaving the construction site, a stabilized construction entrance should be used. NPDES permits require that appropriate measures be implemented to prevent tracking of sediments onto paved roadways and parking lots, where a significant source of sediment is derived from mud and dirt carried out from unpaved roads and construction sites.

The entrance should be a minimum length of 50 feet and minimum width of 12 feet, comprised of a 6-inch layer of Crushed Stone as shown on the Plans. Stabilized construction entrance shall be placed on top of a geotextile fabric. The geotextile fabric shall meet Division III of the Standard Specifications for Highways and Bridges Subsection M9.50.0. Properly grade each construction entrance/exit to prevent runoff from leaving the construction site. The Contractor is responsible for the quantity of stone to construct the entrance pad and is required to maintain it, including supplementing the entrance pad as necessary during construction to reduce or eliminate the tracking of sediment.

The location of stabilized construction entrance shall be subject to the approval of the Town or Town's representative. When no longer required by the Contractor, temporary stabilized construction entrance shall be regraded to conform to the natural contours and shall be left in a condition that will promote revegetation. Payment for restoration of stabilized construction entrance shall be covered under Item 1 – Site Preparation.

#### Item 697. 1 Silt Sack

Silt sack is a temporary inlet protection filter that stops sediment, trash, and debris from entering a catch basin. The inlet protection shall be installed in all locations shown on the Plans or as needed, and shall consist of a Silt Sack, or approved equal. The Silt sacks shall be inspected during all required sediment and erosion control inspections to ensure functionality. Inlet protection devices shall be replaced when the fabric is torn, damaged, or lacks sufficient permeability to facilitate flow into the drain. The Contractor is responsible for maintenance and replacement of silt sack.

#### Item 765.2 Seeding for Short Term Erosion Control

Seeding for short term erosion control shall be established on all unprotected areas that produce sediment, area where final grading has been completed, and areas where the estimated period of bare soil exposure is less than 90 days. Seeding for short term erosion control shall be applied if areas will not be permanently seeded by September 1.

#### Item 767.121 Sediment Control Barrier

Perimeter protection shall ordinarily consist of silt fences, except for hardscape areas such as asphalt roads, concrete sidewalks, and other areas which preclude sediment fence installation. In these areas, weighted compost filter tubes may be used. Sediment control barriers shall be installed as shown on the Plans, as specified herein and according to the Manufacturer's instructions. Barriers shall be securely in contact with the ground surface such that there is no flow beneath the barrier. The Contractor is responsible for maintenance and replacement of sediment control barriers to comply with permits and at the request of the Engineer.

Sediment control barrier shall be installed prior to excavation work, no work shall take place outside the barriers. The purpose of the sediment control barrier is to slow runoff velocity and filter suspended sediments from storm water flow. Sediment barriers may be used to contain stockpile sediments, to break slope length, and to slow or prevent upgradient water or water off road surfaces from flowing into a work zone. Contractor shall be responsible for ensuring that barriers fulfill the intent of adequately controlling siltation and runoff. If necessary to accommodate field conditions and to maximize effectiveness, barrier locations may be shifted with approval from the Engineer.

Approved primary sedimentation control barriers:

- Silt Fence (Item 697. – Sedimentation Fence)
- Compost Filter Tube (min. 12-inches dia.)
- Straw Bales (Item 767.8 – Bales of Hay for Erosion Control)

#### Silt Fence

Sedimentation fence shall only be used if shown on the Plans or when specified by the Town.

When used with compost filter tubes, the tube shall be placed on a minimum of 8 inches of folded fabric on the upslope side of the fence. Fabric does not need to be trenched.

When used with straw bales, an 8-inch deep and 4-inch-wide trench or V-trench shall be dug on the upslope side of the fence line. One foot of fabric shall be placed in the bottom of the trench followed by backfilling with compacted earth or gravel. Stakes shall be on the down slope side of the trench and shall be spaced such that the fence remains vertical and effective.

Width of fabric shall be sufficient to provide a 36-inch-high barrier after fabric is folded or trenched. Sagging fabric will require additional staking or other anchoring.

#### Maintenance

The contractor shall inspect the sediment barrier in accordance sections of the Standard Specifications. At a minimum, barriers shall be inspected at least once every 7 calendar days and after a rain event resulting in 0.25 inches or more of rainfall. Contractor shall be responsible for ensuring that an effective barrier is in place and working effectively for all phases of the Contract.

Barriers that decompose such that they no longer provide the function required shall be repaired or replaced as directed. If the resulting berm of compost within the fabric tube is sufficiently intact (despite fabric decay) and continues to provide effective water and sediment control, barrier does not necessarily require replacement.

Barriers shall be dismantled and/or removed, as required, when construction work is complete, and upslope areas have been permanently stabilized and after receiving permission to do so from the Engineer. Regardless of site context, nonbiodegradable material and components of the sediment barriers, including photo-biodegradable fabric, plastic netting, nylon twine, and sedimentation fence, shall be removed and disposed off-site by the Contractor. For naturalized areas, biodegradable, natural fabric and material may be left in place to decompose on-site.

#### **Materials**

- Geotextile Fabrics per Subsection M9.50.0 or approved equal
- Silt Fence: Amoco Propex, or approved equal

- Compost Filter Tubes: Filtrex SiltSoxx, or approved equal
- MassDOT M1.03.0 – Gravel Borrow Type C
- Inlet Protection: Silt Sack, or approved equal

## **Submittals**

1. Sediment and Erosion Control Plan (S&ECP): The Contractor shall provide a project-specific S&ECP and must address both temporary control measures during construction and long-term stabilization efforts post-construction. A suggested S&ECP is provided in the Plans for reference. The final S&ECP shall address schedules and measures that will be taken to prevent migration of contaminated stormwater/sediment and to prevent erosion of features of the Work. The S&ECP shall be submitted for approval at least two (2) weeks prior to Mobilization. The S&ECP shall include the following at a minimum:
  - a. Measures to capture and mitigate stormwater runoff from active, disturbed areas.
  - b. Provisions for straw bale berms and silt fences or other measures to prevent contaminant and sediment migration.
  - c. Soil Storage Area: All details of temporary soil storage to be implemented as specified in this section.
  - d. Soil Stabilization practices: All details of soil stabilization practices to be implemented, as specified in this section.
  - e. Provisions for all other applicable Best Management Practices (BMPs).
  - f. Maintenance schedule for all measures.

## **Method of Measurement and Basis of Payment**

There shall be no measurement under this item. This work shall be paid for at the contract lump sum (L.S.) price and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor and incidentals appurtenant necessary to complete the items listed above, under Item 2 – “Sediment and Erosion Controls” including but not limited to:

- (a) The installation, maintenance and replacement of all sedimentation and erosion control measures for the duration of construction, including any earthwork related to S&E installation.
- (b) The removal and disposal of all temporary sediment and erosion control measures once the site has been stabilized with permanent measures.
- (c) Designation of a sediment and erosion control inspector to conduct all required inspections and ensure that corrective measures are implemented if S&E controls fail.
- (d) Modification and maintenance of all sedimentation and erosion controls measures to comply with the direction of the Town
- (e) Necessary means for erosion control until permanent measures and final site restoration can be established including, but not limited to, temporary seeding and straw mulch

This item shall include any and all work required by the Standard Specifications, Special Provisions, and Plans not included elsewhere in the Contract to complete the work. Payment shall fully compensate the Contractor for any work that is not specified or shown, but which is necessary to complete the work in this section.

**ITEM 3.****TRAFFIC MANAGEMENT****(LUMP SUM)****General**

The design, application, and installation of all traffic management devices shall conform to MassDOT's "Traffic Management Plans and Detail Drawings", "MassDOT Standard Drawings for Signs and Supports" and the "Manual on Uniform Traffic Control Devices" latest edition, Part VI, hereinafter referred to as MUTCD. The work performed under this item shall also be coordinated with the various *sections, subsections and items* listed in these Special Provisions. and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for:

Subsection 4.07 – Maintenance of Detours  
Subsection 7.09 – Public Safety and Convenience  
Subsection 7.10 – Traffic Management Plan  
Subsection 7.11 – Traffic Officers and Railroad Flagging Service  
Subsection 8.06 – Limitations of Operations  
Subsection 472 – Temporary Asphalt Patching  
Subsection 628 – Impact Attenuators  
Subsection 644 – Chain Link Fences and Gates  
Subsection 850 – Traffic Controls for Construction and Maintenance Operations

For the following standard work Items:

Item 472.	Temporary Asphalt Patching
Item 628.214	Temporary Impact Attenuator, Redirective, TL-2
Item 628.304	Temporary Impact Attenuator, Non-Redirective, TL-2
Item 657.	Temporary Fence
Item 816.81	Temporary Traffic Control Signal
Item 850.41	Roadway Flagger
Item 851.1	Traffic Cones for Traffic Management
Item 852.	Safety Signage for Traffic Management
Item 853.1	Portable Breakaway Barricade Type III
Item 856.12	Portable Changeable Message Sign
Item 859.	Reflectorized Drums
Item 859.1	Reflectorized Drums with Sequential Flashing Warning Lights

And including and/or amended as follows:

The term Traffic Management shall refer to the operation in which the Contractor is required to install traffic safety control devices to protect his work zone from the motoring and walking public, including the furnishing, transporting, and installation of Safety Signs and Traffic Cones.

All work under this Section shall conform to the approved Traffic Management Plan, to be submitted by the Contractor and approved by the Town. The Contractor shall be responsible for the installation of adequate precautions and other safety measures and controls deemed necessary by the Engineer or as shown on the Plans. The Contractor shall at his own expense furnish and maintain in proper operating condition such traffic warning devices, safety cones, amber flashing lights, portable breakaway barriers type III, temporary precast concrete median barrier, reflectorized drum with flashers, temporary chain link fence around the work area, temporary road covers, and other devices necessary to afford adequate protection to his workers, Town personnel and consultants assigned to the project and to the traveling public throughout the duration of the

project.

No traffic control equipment shall remain in the roadway overnight unless approval is obtained from the Town. The Contractor shall be responsible for any damage caused by the failure of any signs, barricades, or other safety devices intended to protect the public or his own personnel. He shall also be responsible for any damage to the work itself due to the failure of any traffic control device intended to protect the construction area.

Positioning, adjusting, and repositioning of all devices such as traffic cones, high-level warning devices, etc. not otherwise classified and paid for under other items in this contract are considered incidental to Item 3. – “Traffic Management”, and no separate payment will be made.

The Contractor shall remove all temporary traffic control devices, signage, markings, and other measures when no longer required or needed. The Contractor shall repair any such damage caused by such measures being implemented. Areas that need to be restored shall be done in accordance with all the relevant sections of the MassDOT Standard Specifications and shall match the existing layout of the permanent traffic control devices.

All materials provided by the Contractor under the items of this section shall remain the property of the Contractor upon completion of the project unless otherwise specified below.

#### Construction Signage

Construction signage shall be installed in accordance with the Contractor’s approved Traffic Control Plan and in accordance with Division I Subsection 7.10 to prevent unauthorized site access, direct traffic, and to ensure pedestrian and bystander safety.

#### Maintenance of Vehicular and Pedestrian Access

The Contractor shall maintain a minimum of one lane of vehicular traffic along High Street for the duration of the project, according to the Work Schedule. Full roadway closure of High Street is not permitted during working hours, unless pre-approved by the Town.

The Contractor shall maintain all private drives and walkways passable at their own expense, ensuring that all provisions made are adequate and safe. Under no circumstances shall the Contractor close any vehicular or pedestrian access, either fully or partially, without prior approval from the Town or the Town’s representative. The Contractor is responsible for ensuring that all work in the area prioritizes the safety of both vehicles and pedestrians.

The Contractor will be allowed to detour traffic over Town streets in conformance with the approved Traffic Control Plans. The Contractor shall provide at least one-week prior notice of detours, lane closures, and street closures to the Town, all property owners abutting the street closure, and the Engineer. The Contractor shall be fully responsible for notifying all affected parties of any detour or road closing, if necessary, especially emergency, fire and transportation authorities.

#### Temporary Road Covers

When work is not in progress, trenches in areas subject to public travel shall be covered with steel plates as specified in Subsection 7.09, Public Safety and Convenience, or with an approved equal. Material to be used for road/trench covers shall be approved by the Engineer.

#### Temporary Pedestrian Facilities

Temporary pedestrian facilities such as curb ramps shall be installed when existing pedestrian facilities are

disrupted or closed in a Temporary Traffic Control (TTC) zone and shall be in accordance with the requirements specified in the MassDOT's "Traffic Management Plans and Detail Drawings".

#### Police Detail and Coordination

Police details shall not be used as the main method of traffic control. Use of Police detail must be pre-approved by the Town and the Engineer and shall only be used when a TTC zone cannot be established for specific phases of work. Police details shall be coordinated with the Town of Bridgewater a minimum of one week in advance. The Town will pay for any required police details that are pre-approved for specific phases of work.

#### Special Lighting Unit (Flashing Arrow)

This item's work shall include the installation, maintenance and removal of temporary special lighting unit (flashing arrow) as required. The unit shall consist of a black background panel meeting the requirements of the Massachusetts MUTCD Section 6E-9, Table VI-3 for Type C and shall contain at least 15 #4412A (or equal) amber lamps of approximately 8000 initial candlepower each. The minimum mounting height should be 7 feet above the roadway to the bottom

Arrow panels shall have the capability of the following mode selections: (1) left or right flashing or sequential arrows; or (2) left or right sequential chevrons; and (3) double flashing arrows; and (4) caution. The caution mode consists of four or more lamps arranged in a pattern which do not indicate a direction.

Arrow panels shall automatically provide for a minimum of 50 percent dimming from their rated lamp voltage at night. The flashing rate of the lamps shall not be less than 25 or more than 40 flashes per minute.

#### Item 657. Temporary Fence

This item's work shall include the installation, maintenance and removal of temporary orange construction safety fence and temporary chain link fence and gates as required by the Contractor's Traffic Management Plan or requested by the Town. Temporary fence shall be chain link fence surrounded by highly visible orange construction fence Beacon Plus by TENAX or approved equal. Temporary chain link fence and gates shall be approved by the Engineer.

At the end of each workday, the Contractor shall provide a form of barrier or construction fencing/gate at the site entrance to prevent motorized vehicle and pedestrian access to open work areas.

Temporary fencing and gates shall be installed per the Plans and in accordance with MassDOT Standard Specifications for Highways and Bridges Division I Subsection 7.10 to prevent unauthorized site access, and to ensure pedestrian and bystander safety.

#### Item 816.81 Temporary Traffic Control Signal

The work under this item shall include but not be limited to the furnishing, installation, maintenance and removal of temporary traffic control signal to manage traffic flow in areas where construction, maintenance, or other temporary disruptions affect the normal operation of traffic. The design of the signal system, including the layout of signal heads and control methods, as required by the Contractor, shall be included in the Traffic Management Plan for approval.

#### Item 852. Safety Signage for Traffic Management

All signage shall be in place prior to the commencement of work for each phase and sign placement may be subject to field adjustment. Signs shall be mounted on their own standard sign supports.

#### Item 859.1 Reflectorized Drums with Sequential Flashing Warning Lights

The first five (5) drums of a taper shall be mounted with Type A lights.

## Materials

- MassDOT M.3.06.0 – Hot Mix Asphalt
- ASTM A36 Steel Plates with a minimum thickness of  $\frac{3}{4}$  inch, or approved equal
- Tenax Beacon Plus Safety Fence, or approved equal
- MassDOT M8.09.0 – Chain Link Fences and Gates
- Reflectorized Plastic Drum or 36" Cone
- Type A Lights
- Portable Breakaway Barricade Type III
- Changeable Message Sign
- Impact Attenuator
- Median Barrier and Median Barrier with Warning Lights
- Special Lighting Unit (Flashing Arrow)
- Traffic and/or Pedestrian Sign
- Signs

## Submittals

1. Traffic Management Plan – The Contractor shall submit a Traffic Management Plan (TMP) as specified in this Item 3. – “Traffic Management” and in the MassDOT Division I Subsection 7.10 of the Standard Specification for Highways and Bridges. No work impacting traffic shall commence until the Traffic Management Plan has been approved by the Engineer. The Maintenance and Protection of Traffic Plan included in the Plans present the minimum guidance and standard in regard to maintenance and protection of vehicular and pedestrian traffic. The Contractor must propose a TMP specific to each phase of work and must conform to the minimum standards and requirements specified in the Contract Documents, including the MassDOT standards.
  - a. Traffic Management Plan must address both vehicular and pedestrian traffic during all phases of work within the limits of construction
  - b. The Traffic Management Plan must be coordinated with the Contractor’s Baseline Construction Schedule as specified in Item 1. – “Site Preparation”
2. Materials – The Contractor shall submit specifications, shop drawings, and/or product data sheet for every material to be used for the maintenance and protection of traffic.

## Method of Measurement and Basis of Payment

There shall be no measurement under this item. This work shall be paid for at the contract lump sum (L.S.) price and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work described above, under Item 3 - “Traffic Management” including but not limited to:

- (a) Submission of a Traffic Management Plan (TMP) in accordance with MassDOT and MUTCD standards, for all phases of work.
- (b) Furnishing, maintaining, relocating, and removing all vehicle and pedestrian traffic warning devices, flashing arrows, safety cones, chain link fencing, barriers, dividers, warning devices, temporary gates, portable barricades, temporary road covers, and other proposed devices as necessary for compliance with the submitted and approved TMP and MUTCD requirements.
- (c) Temporarily relocating existing signs and sign supports as many times as deemed necessary and



furnishing, installing, and removing temporary signs, supports and foundations, traffic drums, traffic cones, Type III – construction barricades, temporary barriers, temporary impact attenuators, etc., if necessary, during construction of the project.

- (d) Provide as required the number of roadway flaggers required in either the approved TMP or that the Engineer or Owner deems necessary for the direction and control of traffic within the site.
- (e) All measures in order to protect the work and afford adequate protection to the traveling public, access to all businesses, and a safe work area during working and non-working hours, including business hours, non-business hours, holidays, and weekends.
- (f) Modification of temporary traffic control measures as requested by the Owner, Engineer, and/or business owners to accommodate the public and businesses.
- (g) Coordination with the Town of Bridgewater Police Department for any required Police detail.

This item shall include any and all work required by the Standard Specifications, Special Provisions, and Plans not included elsewhere in the Contract to complete the work. Payment shall fully compensate the Contractor for any work that is not specified or shown, but which is necessary to complete the work in this section. No separate payment will be made for traffic signs, construction signs, barricades, barrels, flashers, warning lights, roadway flaggers, detours, temporary road covers etc., and all costs in connection therewith shall be included in the contract lump sum item 3. – "Traffic Management."

**ITEM 4.****DEMOLITION AND REMOVALS****(LUMP SUM)****General**

The work performed under this item shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for:

Subsection 112 – Demolition of Building, Structure and Bridges

Subsection 120 – Excavation

Subsection 140 – Excavation for Structures

Subsection 482 – Sawcutting

Subsection 690 – Walls Removed and Rebuilt

For the following standard work Items:

Item 120.60	Disposal of Excavated Materials
Item 127.	Concrete Excavation
Item 127.1	Reinforced Concrete Excavation
Item 129.2	Old Pavement Excavation
Item 482.3	Sawcutting Asphalt Pavement
Item 482.4	Sawcutting Portland Cement Concrete
Item 594.	Curb Removed and Discarded
Item 594.	Curb Inlet
Item 596.	Curb Corner Removed and Discarded
Item 597.	Edging Removed and Discarded

And including and/or amended as follows:

This section involves the demolition, removal, and lawful offsite disposal of various structures, pavement, and materials within the project area, as shown on the Plans. The work includes providing all necessary labor, materials, equipment, tools, and services necessary to complete the work. Items designated for removal, salvage, and future reuse will be managed under those respective items. These items must be protected from damage during demolition and removal operations. Any materials not suitable for reuse must be disposed of off-site, in compliance with local, State, and Federal regulations, at the Contractor's expense as part of this item.

The Contractor shall make a complete investigation of all existing structures, and of any special requirements that may be necessary to perform the work specified herein. No extra compensation will be made because of special requirements.

Contractor is responsible for ensuring that **ALL** structures to remain are protected from damage that may be cause directly or indirectly by removal's operations. They shall also be responsible for the repair or replacement, at their own expense, of any damage to such structures caused by their acts or neglect and shall leave them in the same or better condition as they existed prior to the commencement of work.

The following work items shall be included under this item:

**Pavement and Base Course Removal**

The removal of existing pavement and base courses includes sawcutting, removal, lawful offsite disposal, and

soil decompaction for all types of pavement, including but not limited to: asphalt (walkways and roadways), concrete, gravel, and associated curbs and edgers. This work also encompasses the removal and disposal of surface treatments and the underlying base courses for these materials.

#### Granite Curb Removal

The removal of existing granite curb includes sawcutting, removal, lawful offsite disposal, and soil decompaction for all types of curb that are deemed unsuitable for reuse, including but not limited to: granite curb. This work also encompasses the removal and disposal of surface treatments and the underlying base courses associated with these materials.

#### Removal of Other Structures:

This item shall include the complete removal of various structures and appurtenances as shown on the Plans, or as otherwise deemed necessary by the Contractor to complete the work. Any removed items must be disposed of offsite in full compliance with local, state, and federal regulations.

#### Debris Removal and Off-Site Disposal

The work under this item shall consist of removal and off-site disposal of any existing debris or rubbish on site. Remove debris from the site so that its presence will not delay the progress of the work. Debris shall be the property of the Contractor and shall be removed and disposed of in a legal manner off the Town's property in accordance with all Local, State and Federal regulations.

### **Construction Methods**

- (a) No blasting for the removal of any structure shall be allowed. Existing material to be removed by the Contractor shall be removed by such mechanical methods as he may propose, subject to the approval of the Engineer.
- (b) The various structures indicated on the Plans shall be removed to the limits shown on the plans, or in accordance with the Standard Specifications. Any exposed portions of structures that are to remain shall be cut flush and free of jagged edges and/ or exposed rebar. The Contractor shall patch all exposed surfaces to remain as required and protect existing structures to remain.
- (c) The Engineer reserves the right to require the Contractor to change his demolition methods, sequence and/or equipment, if and when, in the opinion of the Engineer, the safety of the public, or the integrity of existing structures and or new construction is jeopardized.
- (d) The Contractor shall take all precautions and do such work as may be necessary to prevent damage to the completed portions of any new construction and existing structures to remain, due to his removal operations. Any damage to any existing structures to remain shall be repaired, prior to final payment, at the Contractor's expense.
- (e) Reinforcing steel, embedded steel items, timber, and any other ancillary structures encountered in portions of structures to be removed shall be disposed of as part of the work.
- (f) Pneumatic hammers or any other method approved by the Engineer may be used to remove concrete, asphalt and stones. Maximum 30-pound hammers shall be used for general removal while a maximum 15-pound hammer shall be used near utilities and the existing structures identified to remain. The Contractor shall take all precautions and do such work as necessary to prevent damage to the structures to remain.

### **Method of Measurement and Basis of Payment**

There shall be no measurement under this item. This work shall be paid for at the contract lump sum (L.S.) price and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, offsite disposal, transport and incidentals necessary to complete the work described above, under Item 4 - "Demolition and Removals."

This item shall include any and all work required by the Standard Specifications, Special Provisions, and Plans not included elsewhere in the Contract to complete the work. Payment shall fully compensate the Contractor for any work that is not specified or shown, but which is necessary to complete the work in this section.

## **SUBSECTION 120    EXCAVATION**

### **ITEM 120.**

### **EARTH EXCAVATION**

**(LUMP SUM)**

#### **General**

The work performed under this item shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for:

Subsection 120 – Excavation

Subsection 140 – Excavation for Structures

Subsection 150 – Embankment

Subsection 170 – Grading

For the following standard work Items:

Item 120.	Earth Excavation
Item 120.1	Unclassified Excavation
Item 123.	Muck Excavation
Item 124.	Loam Excavated and Stacked
Item 141.	Class A Trench Excavation
Item 142.	Class B Trench Excavation

And including and/or amended as follows:

The work under Item 120. includes all labor, materials, equipment, and earthwork operations required to complete the High Street Drainage Improvements Project, including but not limited to, all excavation for drainage structures, drainage pipe, curb, asphalt restoration, lawn restoration and any required excavation and earthwork not covered under separate items, as shown in the Plans and Special Provisions. This item also covers all excavation not specified elsewhere in the Special Provisions, including grading and incidental earthwork needed to complete the site improvements.

Material that meets the specifications for Ordinary Borrow (M1.01.0) or Gravel Borrow (M1.03.0) shall be reused on-site to achieve the proposed grades before importing additional borrow material. This item includes excavation for proposed structures and site features, and the stockpiling, dewatering, placement, and compaction of the excavated material to meet finished grades and blend with the surrounding topography. The Contractor is responsible for coordinating excavation work with all other items in these Special Provisions.

The Contractor is responsible for removing any excess material from the site that does not comply with project specifications and legally disposing of it off-site in accordance with federal, state and local regulations, and at the expense of the Contractor. Excess earthen material will need to be removed from the project site in accordance with the Standard Specifications. It is the contractor's responsibility to remove this material to a suitable location after completing all fill and earthwork operations. Off-site reuse or disposal of all excess earthen material will be handled as part of this lump sum item and there shall be no additional payment for this work.

## **Method of Measurement and Basis of Payment**

There shall be no measurement under this item. This work shall be paid for at the contract lump sum (L.S.) price and shall include full compensation for all work, products, materials, labor, tools, equipment, supplies, handling, submittals, and incidentals necessary to complete the work in conformance with the requirements of Subsection 120 – Excavation of the MassDOT Standard Specifications and as amended herein, including but not limited to:

- (a) Excavation and stockpiling of all materials classified as Earth Excavation, Muck Excavation, and Unclassified Excavation, Class A Trench Excavation, and Class B Trench Excavation, as specified in Subsections 120, 140, 150, and 170 of the Standard Specifications for Highways and Bridges, and as amended in these Special Provisions, not paid for as part of other items.
- (b) Handling and reuse of excavated materials that meet the specifications for Ordinary Borrow (M1.01.0) and Gravel Borrow (M1.03.0), to achieve the proposed grades on-site.
- (c) Excavation for proposed structures, site features, and grading operations, including stockpiling, dewatering, placement, and compaction of the excavated material to meet the finished grades and blend with the surrounding topography.
- (d) Excavation and grading as required for embankments, shoulders, slopes, and other site improvements not covered under separate items. This includes incidental earthwork required for the completion of site improvements and temporary stockpiling.
- (e) Stockpiling, handling, dewatering, protection of management of all excavated materials.
- (f) Off-site disposal of excess earthen material

This item shall include any and all work required by the Standard Specifications, Special Provisions, and Plans not included elsewhere in the Contract to complete the work. Payment shall fully compensate the Contractor for any work that is not specified or shown, but which is necessary to complete the work in this section.

**ITEM 121.****CLASS B ROCK EXCAVATION****(CUBIC YARD)**

The work performed under this item shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges under Subsection 140 and under this item for the following work: Excavation for any Class B Rock encountered with proposed trench excavations.

There shall be **NO** blasting allowed under this item. Removal of any rock encountered shall only be by mechanical and hand power methods.

This work shall be paid for at the contract unit price cost per Cubic Yard (CY) and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work under Item 121. - “Class B Rock Excavation” in accordance with MassDOT Standard Specifications. At project closeout, the Contractor shall credit unused amounts of this item to the Owner by Change Order.

**SUBSECTION 140 EXCAVATION FOR STRUCTURES**

**ITEM 146.**

**DRAINAGE STRUCTURE REMOVED**

**(EACH)**

The work performed under this item shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for this item for the following work: Removal and legal offsite disposal of the catch basins and manholes within High Street, as shown on the Plans.

This work shall be paid for at the contract unit price cost per Each (EA) drainage structure removed and disposed and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work under Item 146. - “Drainage Structure Removed” in accordance with the Plans and MassDOT Standard Specifications.



## **SUBSECTION 150     EMBANKMENT**

### **ITEM 151.**

### **GRAVEL BORROW**

**(CUBIC YARD)**

The work performed under this item shall conform to the relevant provisions of the Standard Specifications Highway and Bridges, Subsection 150, and the following:

#### **Method of Measurement and Basis of Payment**

This work shall be paid for at the contract unit price cost per Cubic Yard (CY), and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work under Item 151. - “Gravel Borrow” in accordance with the Plans and Special Provisions.

Measurement under this item shall be based on the limits shown on the Contract Drawings. There shall be no extra payment for material placed in excess of the depths and limits shown on the Drawings.

Payment under this item shall cover the gravel borrow installed as part of the following work item: Asphalt Pavement – Trench Repair. If unsuitable material is encountered within the Storm Drainage Trench as determined by the Town, Gravel Borrow may also be used for backfilling. Measurement shall be in accordance with each detail provided. There shall be no payment under this item for material used for temporary site features, including but not limited to, access roads, sediment and erosion control measures, and water control measures.

Payment for this item shall be for any gravel borrow required beyond what suitable material is excavated and reused on-site.

### **ITEM 156.8**

### **CRUSHED STONE FOR SUBBASE**

**(CUBIC YARD)**

The work performed under this item shall conform to the relevant provisions of the Standard Specifications Highway and Bridges, Subsection 150, and the following:

#### **Method of Measurement and Basis of Payment**

This work shall be paid for at the contract unit price cost per Cubic Yard (CY), and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work under Item 156.8 - “Crushed Stone for Subbase” in accordance with the Plans and Special Provisions.

Measurement under this item shall be based on the limits shown on the Contract Drawings. There shall be no extra payment for material placed in excess of the depths and limits shown on the Drawings.

Payment under this item shall cover the crushed stone for subbase installed as part of the following work items: Storm Drainage Trench, Catch Basin – Municipal Standard (4’ Dia.), Manhole – Municipal Standard (4’ Dia.), Manhole – Municipal Standard (5’ Dia.), or at other locations approved by the Town. Measurement shall be in accordance with each detail provided. There shall be no payment under this item for material used for temporary site features, including but not limited to, access roads, sediment and erosion control measures, and water control measures.

**SUBSECTION 170    GRADING**

**ITEM 170.       FINE GRADING AND COMPACTING – SUBGRADE AREA       (SQUARE YARD)**

The work performed under this item shall conform to the relevant provisions of the Standard Specifications Highway and Bridges, Subsection 170, and the following:

This item includes payment for all shaping and compacting of the subgrade necessary to complete the work specified in the Plans and Special Provisions within the project area for the following work items: Granite Curb, Asphalt Pavement – Trench Repair, Asphalt Pavement – Sidewalk, Asphalt Pavement – Driveway, and Lawn Restoration.

## **SUBSECTION 190 BORINGS**

### **ITEM 191.6**

### **TEST PIT**

**(EACH)**

The contract price shall include provisions for up to twelve (12) test pits within the project area, at the locations shown on the Plans, and as determined by the Engineer. This item does not include the test pits to performed at each structure location, which shall be included in the unit cost for that structure.

#### **General**

The work performed under these items shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for:

Subsection 120 – Excavation

Subsection 140 – Excavation for Structures

Subsection 473 – Temporary Asphalt Patching

Subsection 482 – Sawcutting

And including and/or amended as follows:

This work shall consist of the excavation of test pits where necessary to locate or examine utilities, subsurface structures, pipes, soils, groundwater, or any other obstacles or conditions as shown on the Plans or as directed by the Engineer.

It shall be assumed that each test pit will display a clear open space of 6' x 6' x 6'.

This work shall consist of the satisfactory removal of all materials including but not limited to sawcutting pavements and sidewalks, pavement and sidewalk removal, excavation, hand digging, shoring and bracing, water removal from within pit, stockpiling, satisfactory disposal of surplus or unsuitable material, backfilling, compacting, and temporary pavement and surface repairs.

Test pits shall be dug as necessary for the Contractor to determine subsurface conditions as indicated on the Plans or as directed by the Engineer.

This work shall include coordination with the affected utility companies. Any damage caused by the Contractor or Subcontractors, as determined by the Engineer, shall be corrected by the Contractor in accordance with these specifications.

#### **Materials**

- A. Temporary asphalt materials shall meet the requirements of Subsection 473 Temporary Asphalt Patching

#### **Construction Methods**

- A. Keep affected utility owner apprised of proposed test pit excavation.
- B. Coordinate excavation of test pits with respective utility company or other owners having facilities in the vicinity.
- C. Give sufficient notice and allow ample time for others to perform necessary work.

- D. Notify the Engineer 1 week in advance of digging each test pit.
- E. Perform all work in conformance with applicable safety laws and other requirements.
- F. Sawcut pavement, sidewalk, curbs, or other hard surface materials in neat and straight line. Excavate pits, providing clean-cut vertical sides. Provide sheeting, bracing, and dewatering wherever necessary.
- G. Dig test pits ensuring that underground utilities or structures are not damaged. The Contractor shall excavate by hand methods where necessary to ensure that underground utilities or structures are not damaged. It shall be the Contractor's sole responsibility for any damages incurred during excavation operations. Any damages shall be repaired or replaced by the Contractor to the satisfaction of the Owner/Responsible Agency/Engineer at the Contractor's own expense.
- H. Protect each pit with steel plates, other coverings, fences, barriers, or other appropriate materials as deemed necessary.
- I. Do not backfill pits until authorized. Compact backfill materials to at least 95% of maximum density to the subgrade elevation or as otherwise directed.
- J. The surface of test pit areas shall be restored to a condition equal or better than original as approved by the Engineer.
- K. If unsuitable backfill material is excavated, dispose as directed by the Engineer. Replace with suitable backfill and compact
- L. Repair all damaged asphalt pavement. Sawcut the edges to neat lines if there will be no subsequent excavation at the test pit for utility installation.

### **Submittals**

- A. The Contractor shall measure and record the size, configuration, exact horizontal and vertical location of all utilities, pipes, or other obstacles uncovered in the pits. Submit information in written or sketch form to the Engineer and respective utility companies for review. Notify the Engineer of any revealed conflicts which may require design revisions, relocations, and/or adjustments as early as possible to avoid unnecessary delays. No work shall be started within areas of conflict until so authorized.

### **Method of Measurement and Basis of Payment**

This work shall be paid for at the contract unit price per each (EA) test pit and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work described above and under Item 191.6 - "Test Pit" including but not limited to:

- (a) Excavation of test pits
- (b) Coordination with the Engineer on the results of the test pits
- (c) Temporary surface restoration
- (d) Shoring and temporary supports
- (e) Protection of the existing adjacent features

This item shall include any and all work required by the Standard Specifications, Special Provisions, and Plans not included elsewhere in the Contract to complete the work. Payment shall fully compensate the Contractor for any work that is not specified or shown, but which is necessary to complete the work in this section. At project closeout, the Contractor shall credit unused amounts of the test pits to the Owner by Change Order.

## **SUBSECTION 201     BASINS, MANHOLES AND INLETS**

### **ITEM 201.5**                      **CATCH BASIN - MUNICIPAL STANDARD (4' DIA.)**                      **(EACH)**

This item shall include all work to furnish and install the 4' Diameter Catch Basins, regardless of depth, in accordance with the Plans, Special Provisions, and Standard Specifications, including Subsection 201 and Section M4. Refer to Special Provisions and Method of Measurement and Basis of Payment below.

### **ITEM 202.01**                      **MANHOLE - MUNICIPAL STANDARD (4' DIA.)**                      **(EACH)**

This item shall include all work to furnish and install the 4' Diameter Manholes, regardless of depth, in accordance with the Plans, Special Provisions, and Standard Specifications, including Subsection 201 and Section M4. Refer to Special Provisions and Method of Measurement and Basis of Payment below.

### **ITEM 202.02**                      **MANHOLE - MUNICIPAL STANDARD (5' DIA.)**                      **(EACH)**

This item shall include all work to furnish and install the 5' Diameter Manholes, regardless of depth, in accordance with the Plans, Special Provisions, and Standard Specifications, including Subsection 201 and Section M4. Refer to Special Provisions and Method of Measurement and Basis of Payment below.

#### **General**

The work performed under these items shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for:

Subsection 201 – Basins, Manholes, and Inlets

Subsection 220 – Adjustment, Rebuilding, and Remodeling of Drainage Structures

And including and/or amended as follows:

Furnish all labor, materials and equipment required and install precast concrete manholes frames and covers, manhole rungs, ladders and appurtenances as shown of the Drawings and as specified herein. Where reference is made to one of the below standards, the revision in effect at the time of bid opening shall apply:

#### **A. American Society for Testing and Materials (ASTM)**

1.     ASTM A48 – Standard Specification for Gray Iron Castings.
2.     ASTM A6150 – Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
3.     ASTM C32 – Standard Specification for Sewer and Manhole Brick (Made from Clay or Shale).
4.     ASTM C33 – Standard Specification for Concrete Aggregate.
5.     ASTM C62 – Standard Specification for Building Brick (Solid Masonry Units Made from Clay or Shale).

6. ASTM C150 – Standard Specification for Portland Cement.
  7. ASTM C207 – Standard Specification for Hydrated Lime for Masonry Purposes.
  8. ASTM C443 – Standard Specification for Hydrated Lime for Masonry Purposes.
  9. ASTM C443 – Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
  10. ASTM C478 – Standard Specification for Precast Reinforced Concrete Manhole Sections.
  11. ASTM D4101 – Standard Specification for Propylene Plastic Injection and Extrusion Materials.
- B. American Concrete Institute (ACI)
1. ACI 318 – Building Code Requirements for Reinforced Concrete.
  2. ACI 350R – Environmental Engineering Concrete Structures.
- C. American Association of State Highway and Transportation Officials (AASHTO)
1. Standard Specifications for Highway Bridges.
- D. Occupational Safety and Health Administration (OSHA).

## **Materials**

- A. All material shall be new and unused. Material quality, manufacturing process and finished sections are subject to inspection and approval by the Engineer or Owner. Inspection may be made at place of manufacture, at work site following delivery, or both.
- B. Materials will be examined for compliance with ASTM standards, this Section and approved manufacturer's drawings. Additional inspection criteria shall include appearance, dimension(s), blisters, cracks and soundness.
- C. Materials shall be rejected for failure to meet any requirements specified herein. Rejection may occur at place of manufacture, at work site, or following installation. Rejected materials shall be marked and removed from the work site immediately. Rejected materials shall be replaced at no cost to Owner. Repair minor damage to precast concrete sections by approved method, if repair is authorized by Engineer.
- D. Reference to a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired. Like items of materials/equipment shall be the end products of one manufacturer in order to provide standardization for appearance, operation, maintenance, spare parts and manufacturer's service.
- E. Provide lifting lugs or holes in each precast section for proper handling.

### Precast Concrete Manhole Sections

- A. Precast concrete base sections, riser sections, transition top sections, flat slab tops and grade rings shall conform to ASTM C478 and meet the following requirements:
1. Bottom slab thickness shall equal the riser wall thickness or flat slab top thickness, whichever is greater.
  2. Top section shall be eccentric cone concentric where cover over pipe exceeds 4-ft. Top section shall be a flat slab where cover over pipe is 4-ft or less.
  3. Base, riser and transition top sections shall have tongue and groove joints.
  4. Sections shall be cured by an approved method.
  5. Precast concrete sections shall be shipped after concrete has attained 3,000 psi compressive strength.
  6. Design precast concrete base, riser, transition top, flat slab top and grade ring for a minimum H-20 loading plus earth load. Calculate earth load with a unit weight of 130 pcf.
  7. Mark date of manufacture, name and trademark of manufacturer on the inside of each precast section.
  8. Construct and install precast concrete base as shown on the Drawings.
  9. Provide integrally cast knock-out panels in precast concrete manhole sections at locations, and with sizes shown of Drawings. Knock-out panels shall have no steel reinforcing.

### Brick Masonry

- A. Bricks shall be sound, hard, uniformly burned, regular and uniform in shape and size. Underburned or salmon brick shall not be acceptable. Mortar shall be composed of 1 part Portland cement, a parts sand, and hydrated lime not to exceed 10-lbs to each bag of cement. Portland cement shall be ASTM C150, Type II; hydrated lime shall conform to ASTM C207. Sand shall be washed, cleaned, screened, well graded with all particles passing a No. 4 sieve and conform to ASTM C33.
1. Bricks for channels and shelves shall conform to ASTM C32, Grade SS except that the mean of five tests for absorption shall not exceed 8 percent and no individual brick exceed 11 percent.
  2. Bricks for raising manhole frames to finished grade shall conform to ASTM C62.

### Jointing Precast Manhole Sections and Structures

- A. Seal tongue and groove joints of precast manhole and structure sections with either rubber O-ring gasket or preformed flexible joint sealant. O-ring gasket shall conform to ASTM C443. Preformed flexible joint sealant shall be Kent Seal No. 2 by Hamilton-Kent, Ram-Nek by K.T. Snyder Company or equal.

- B. Completed joint shall withstand 15 psi internal water pressure without leakage or displacement of gasket or sealant.

#### Manhole Rungs

- A. Manhole rungs shall be either of the following types:
  - 1. Cast aluminum alloy 6061-T6, drop front design, 12-in wide with an abrasive step surface conforming to OSHA requirements.
  - 2. Steel reinforced copolymer polypropylene, 14-in wide, M.A. Industries Inc., PF Series or equal. Copolymer polypropylene shall conform to ASTM D4101 Classification PP200 B33450 Z02. Steel reinforcing shall be ½-in diameter, conforming to ASTM A615, Grade 60 and shall be continuous throughout rung.

#### Pipe Connections to Manholes

- A. Connect pipe to manhole in the following ways:
  - 1. Grout in place – Precast manhole sections shall have a formed, tapered circular opening larger than the pipe outside diameter. Grout shall be non-shrink and waterproof equal to Hallemite, Waterplug or Embeco. Plastic pipe shall have a waterstop gasket secured to pipe with a stainless-steel clamp.
  - 2. Flexible sleeve – Integrally cast sleeve in precast manhole section or install sleeve in a formed or cored opening. Fasten pipe in sleeve with a stainless-steel clamp(s). Coat stainless steel clamp(s) with bituminous material to protect from corrosion. Flexible sleeve shall be Lock Joint Flexible Manhole Sleeve; Kor-N-seal connector; PSX Press-Seal Gasket or equal.
  - 3. Compression gasket – Integrally cast compression gasket in precast manhole section. Insert pipe into compression gasket. Compression gasket shall be A-Lok or equal.

#### Damp Proofing

- A. Damp proofing shall be Hydrocide 648 by Sonneborn Building products; Dehydratine 4 by A.C. Horn Inc.; RIW Marine Liquid by Toch Brothers or equal.

### **Construction Methods**

#### Manhole Installation:

- A. Manholes shall be constructed to the dimensions shown on the Drawings and as specified herein. Protect all work against flooding and flotation. Construct cast-in-place bases in accordance with the requirements of contract specifications and details shown on the Drawings.
- B. Place manhole base on a bed of 12-in crushed stone as shown on the Drawings. Set manhole base grade so that a maximum grade adjustment of 8-in is required to bring the manhole frame and cover to final grade.



1. Use precast concrete grade rings or brick and non-shrink mortar to adjust manhole frame and cover to final grade.
- C. Set precast concrete barrel sections plumb with a ¼-in maximum out of plumb tolerance allowed. Seal joints of precast barrel sections with either a rubber O-ring set in a recess or preformed flexible joint sealant in sufficient quantity to fill 75 percent of the joint cavity. Fill the outside and inside joint with non-shrink mortar and finished flush with the adjoining surfaces. Caulk the inside of any leaking barrel section joint with lead wool or non-shrink grout to the satisfaction of the Engineer.
- D. Allow joints to set for 14 hours before backfilling unless a shorter period is specifically approved by the Engineer.
- E. Plug holes in the concrete barrel sections required for handling with a non-shrinking grout or non-shrinking grout in combination with concrete plugs. Finish flush on the inside.
- F. Cut holes in precast sections to accommodate pipes prior to setting manhole sections in place to prevent jarring, which may loosen the mortar joints.
- G. Backfill carefully and evenly around manhole sections.

Manhole Pipe Connections:

- A. Construct manhole pipe connections, including pipe stubs, as specified above. Close or seal pipe stubs for future connections with a gasketed watertight plug.

Manhole Rung Installation:

A. Aluminum Manhole Rungs

1. Grout aluminum manhole rungs in precast sections, on 12-in centers. Preform holes in riser and cone sections for rungs during casting. Holes for rungs shall be 1-1/8-in diameter and a minimum of 3-1/2-in deep.
2. Grout rungs into precast sections immediately after casting and placing in the curing area, or immediately after coring holes for manhole rungs into base section. Fill holes with grout consisting of Portland Type II cement and mortar sand in a 1 to ½ ratio mixed to a putty consistency.
3. Paint those parts of the rungs which are embedded with a heavy coating of zinc chromate or other approved paint.

B. Steel Reinforced Polypropylene Plastic Manhole Rungs

1. Preform holes for manhole rungs during casting of the riser and cone sections, using tapered form pins specifically made for preforming manhole rung holes.
2. Drive manhole rungs into preformed holes after concrete has developed a compressive strength of 3,000 psi.
3. Alternatively, cast manhole rungs into riser and cone sections when concrete is placed.

4. Drilling holes for manhole rungs may be used to accommodate field conditions when approved by the Engineer. Drill holes of diameter, spacing and depth required by manhole rung manufacturer.

C. Pull-out Resistance Test

1. All manhole rung installation methods shall withstand a pull-out resistance test of 1,500 pounds.

Brickwork:

- A. Mix mortar only in such quantity as may be required for immediate use. Use mortar before initial set has taken place. Mortar shall be used within 1-1/2 hours and shall be constantly worked with hoe or shovel until used. Anti-freeze mixtures shall not be included in the mortar. Install masonry when the outside temperature is above 40 degrees F unless provisions are made to protect the mortar, bricks and finished work from frost by heating and enclosing the work with tarpaulins or other suitable material. The Engineer's decision regarding the adequacy of protection against freezing shall be final.
- B. Construct channels and shelves of brick and concrete as shown on the Drawings. Brick lined channels shall correspond in shape with the lower half of the pipe. Set shelf elevation at crown of highest pipe and slope 1-in/ft to drain toward the flow through channel. Construct brick surfaces exposed to sewage flow with nominal 2-in by 8-in face exposed (i.e. bricks on edge).

Setting Manhole Frame and Cover:

- A. Set manhole covers and frames in a full mortar bed. Utilize brick or precast concrete grade rings, a maximum of 8-in thick, to assure frame and cover are set to the finished grade. Set manhole frame and cover to final grade prior to placement of permanent paving.

Damp Proofing:

- A. Paint outer surfaces of precast and cast-in-place manholes and structures with two coats of bituminous damp proofing at the rate of 30 to 60 sq. ft per gallon, in accordance with manufacturer's instructions.

**Submittals**

- A. The Contractor shall submit to the Engineer shop drawings, product data, and materials of construction and details of installation. Submittals shall include at least the following:
  1. Base sections, riser sections, eccentric and concentric conical top sections, flat slab tops, grade rings with notarized certificate indicating compliance with ASTM C478.
  2. Pipe connection to manhole.
  3. Manhole rungs or ladders, including method of installation and notarized certificate indicating compliance with pull-out resistance test specified herein.
  4. Brick with notarized certificate indicating compliance with ASTM C32, Grade SS.

5. Method of repair for minor damage to precast concrete sections.

- B. Precast concrete manhole designs shall be prepared by a licensed professional engineer, having a minimum of five years of professional experience in the design and construction of such systems. When requested, submit an original and three copies of the licensed professional engineer's certification, stating that the designs have been prepared by the professional engineer.

### **Method of Measurement and Basis of Payment**

This work under these items shall be paid for at the contract unit price cost per Each (EA) structure and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work under Item 201.5, Item 202.01, and Item 202.02 in accordance with the Plans, Special Provisions, and MassDOT Standard Specifications, including but not limited to:

- (a) Excavation regardless of depth, including Class B Trench Excavation
- (b) Furnishing and installation of all backfill material
- (c) Precast concrete sections, including base, risers, and conical sections
- (d) Compaction of subgrade and installation of bedding layer (materials paid elsewhere)
- (e) Shop drawings
- (f) Special section of granite curb at inlet, as required
- (g) Block and brick leveling
- (h) Cement concrete invert
- (i) Mortaring of all pipe connections
- (j) Joint sealants and cement mortar
- (k) Manhole rungs
- (l) Bituminous waterproofing
- (m) Rubber boots
- (n) Brick inverts
- (o) Manhole sealant/gasket
- (p) Flexible connections
- (q) Testing, as requested by the Town
- (r) Cleaning

Furnishing of the following materials installed in conjunction with these items, that are to be paid separately under those designated items, include:

- Item 156.8      Crushed Stone for Subbase

**SUBSECTION 220     ADJUSTEMENT, REBUILDING, AND REMODELING OF DRAINAGE STRUCTURES**

**ITEM 220.                      CONNECTION TO EXISTING CULVERT                      (LUMP SUM)**

This item shall include all work to furnish and install the pipe connection to the existing underground culvert. This item shall include all work to investigate, submit shop drawings, and provide a watertight connection to the existing culvert, to the acceptance of the Town.

The material and condition of the existing culvert (approximate Station 9+25) is unknown. Following the Contractor's test pit investigation(s) the contractor shall be responsible for notifying the Town of the material, and condition of the culvert and the invert elevations of the existing pipe connection from MH#8.

The Contractor will be responsible for proposing and installing a suitable watertight connection method for the proposed 24" RCP pipe into the culvert. This item shall include all necessary structural supports to complete this work, and protection of adjacent infrastructure and utilities.

The work performed under this item shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for:

Subsection 201 – Basins, Manholes, and Inlets

Subsection 220 – Adjustment, Rebuilding, and Remodeling of Drainage Structures

Subsection 230 – Culverts, Storm Drains, and Sewer Pipes

**Submittals**

1. Shop Drawings: Submit product data and shop drawings of the means and methods for connecting the proposed RCP pipe to the existing culvert structure.

**Method and Payment and Basis of Payment**

There shall be no measurement under this item. This work shall be paid for at the contract lump sum (L.S.) price and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals necessary to complete the work described above and under Item 220. – "Connection to Existing Culvert."

**ITEM 221.09                      MANHOLE FRAME AND COVER – SALVAGE AND REUSE                      (EACH)**

This item shall include all work to remove, salvage, and reuse the existing Manhole Frame and Covers, as shown on the Plans.

It is the Town's intent to salvage and reuse existing manhole frame and covers. The Contractor shall salvage all existing frames and covers from structures to be removed for reuse in proposed structures. After salvaging, the Town shall inspect all frames and covers to determine if they are suitable for reuse. It is the Contractor's responsibility to inventory the existing frames and covers to be reused and ensure that all precast structure Shop Drawings are coordinated with the correct frame dimensions. The Contractor is responsible for cleaning, new hardware, or any modifications required to the frame and cover prior to reuse.

The work performed under this item shall be coordinated with the various *sections, subsections and items* listed

in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for:

Subsection 201 – Basins, Manholes, and Inlets

Subsection 220 – Adjustment, Rebuilding, and Remodeling of Drainage Structures

This work shall be paid for at the contract unit price cost per Each (EA) structure and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work under Item 221.09 - “Manhole Frame and Cover – Salvage and Reuse” in accordance with the Plans and MassDOT Standard Specifications.

**ITEM 221.11**                      **MANHOLE FRAME AND COVER**                      **(EACH)**

This item shall include all work to furnish and install Manhole Frame and Covers, as shown on the Plans.

It is the Town’s intent to reuse existing frames and covers if they are in acceptable condition under Item 221.09. If the existing frames and covers are unacceptable for reuse, as determined by the Town, this item shall be used to furnish and install new frames and covers.

Subsection 201 – Basins, Manholes, and Inlets

Subsection 220 – Adjustment, Rebuilding, and Remodeling of Drainage Structures

This work shall be paid for at the contract unit price cost per Each (EA) structure and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work under Item 221.11 - “Manhole Frame and Cover” in accordance with the Plans and MassDOT Standard Specifications.

**ITEM 222.09**                      **CATCH BASIN FRAME AND GRATE – SALVAGE AND REUSE**                      **(EACH)**

This item shall include all work to remove, salvage, and reuse the existing Catch Basin Frame and Grates, as shown on the Plans.

It is the Town’s intent to salvage and reuse existing catch basin frame and grates. The Contractor shall salvage all existing frames and grates from structures to be removed for reuse in proposed structures. After salvaging, the Town shall inspect all frames and grates to determine if they are suitable for reuse. It is the Contractor’s responsibility to inventory the existing frames and grates to be reused and ensure that all precast structure Shop Drawings are coordinated with the correct frame dimensions. The Contractor is responsible for cleaning, new hardware, or any modifications required to the frame and grate prior to reuse.

The work performed under this item shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for:

Subsection 201 – Basins, Manholes, and Inlets

Subsection 220 – Adjustment, Rebuilding, and Remodeling of Drainage Structures

This work shall be paid for at the contract unit price cost per Each (EA) structure and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work under Item 221. - “Catch Basin Frame and Grate – Salvage and Reuse” in accordance with the Plans and MassDOT Standard Specifications.

**ITEM 222.11****CATCH BASIN FRAME AND GRATE****(EACH)**

This item shall include all work to furnish and install Catch Basin Frame and Grates, as shown on the Plans.

It is the Town's intent to reuse existing frames and grates if they are in acceptable condition under Item 222.09. If the existing frames and grates are unacceptable for reuse, as determined by the Town, this item shall be used to furnish and install new frame and grates.

The work performed under this item shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for:

Subsection 201 – Basins, Manholes, and Inlets

Subsection 220 – Adjustment, Rebuilding, and Remodeling of Drainage Structures

This work shall be paid for at the contract unit price cost per Each (EA) structure and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work under Item 221.11 - "Catch Basin Frame and Grate" in accordance with the Plans and MassDOT Standard Specifications.

**SUBSECTION 230 CULVERTS, STORM DRAINS, AND SEWER PIPES**

**ITEM 243.12 12 INCH REINFORCED CONCRETE PIPE CLASS IV (LINEAR FOOT)**

This item shall include all work to furnish and install the RCP drainage pipe of the specified type and size in accordance with the Plans, Special Provisions, and Standard Specifications, including Subsection 230 and Section M5.02.1. Refer to Special Provisions and Method of Measurement and Basis of Payment below.

**ITEM 243.15 15 INCH REINFORCED CONCRETE PIPE CLASS IV (LINEAR FOOT)**

This item shall include all work to furnish and install the RCP drainage pipe of the specified type and size in accordance with the Plans, Special Provisions, and Standard Specifications, including Subsection 230 and Section M5.02.1. Refer to Special Provisions and Method of Measurement and Basis of Payment below.

**ITEM 243.18 18 INCH REINFORCED CONCRETE PIPE CLASS IV (LINEAR FOOT)**

This item shall include all work to furnish and install the RCP drainage pipe of the specified type and size in accordance with the Plans, Special Provisions, and Standard Specifications, including Subsection 230 and Section M5.02.1. Refer to Special Provisions and Method of Measurement and Basis of Payment below.

**ITEM 243.24 24 INCH REINFORCED CONCRETE PIPE CLASS IV (LINEAR FOOT)**

This item shall include all work to furnish and install the RCP drainage pipe of the specified type and size in accordance with the Plans, Special Provisions, and Standard Specifications, including Subsection 230 and Section M5.02.1. Refer to Special Provisions and Method of Measurement and Basis of Payment below.

**General**

The work performed under these items shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for:

Subsection 230 – Culverts, Storm Drains, and Sewer Pipes

And including and/or amended as follows:

Where reference is made to one of the below standards, the revision in effect at the time of bid opening shall apply:

A. American Society for Testing and Materials (ASTM)

1. ASTM C150 – Standard Specification for Portland Cement.

**Materials**

**Quality Assurance**

A. All material shall be new and unused.

- B. Material quality, manufacturing process and finished sections are subject to inspection and approval by the Engineer or Owner. Inspection may be made at place of manufacture, at work site following delivery, or both.
- C. Materials will be examined for compliance with ASTM standards, this Section and approved manufacturer's drawings. Additional inspection criteria shall include appearance, dimension(s), blisters, cracks and soundness.
- D. Materials shall be rejected for failure to meet any requirements specified herein. Rejection may occur at place of manufacture, at work site, or following installation. Rejected materials shall be marked and removed from the work site immediately. Rejected materials shall be replaced at no cost to the Owner.
- E. All pipe and fittings shall be permanently marked with the following information:
  - 1. Manufacturer, date.
  - 2. Size, type, class, or wall thickness.
  - 3. Standard produced to (ASTM, etc.)

## **Construction Methods**

### **Product Delivery, Storage and Handling**

- A. The loading, trucking, unloading, and handling of pipe and appurtenant materials shall be done by the Contractor. Care shall be taken so as not to damage the pipe, appurtenant materials or the street surface. Dropping pipe, special castings, valves, etc. directly from the trucks upon the ground will not be permitted. Suitable effective buffers or runners shall be provided. Slings, hooks or pipe tongs shall be used in pipe handling. Metal chain shall not be used for lifting pipe materials. The Contractor shall be responsible for any damage done to the pipe or appurtenant materials until they are accepted in the completed work.
- B. The Contractor shall not obstruct driveways, sidewalks, walkways, etc., nor shall pipeline materials be placed on private property without the express written approval of the property owner.
- C. Pipe and fittings shall be delivered to the site and stored in a manner, which will keep them at ambient outdoor temperatures. Pipe or fittings shall not be exposed to sunlight for more than 60 days. Temporary shading shall be provided as required. Covering of the pipe and fittings, which allows temperature buildup when exposed to direct sunlight, will not be permitted.
- D. Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tier shall be kept off the ground on timbers, rails, or concrete.
- E. The interior of all pipe, fittings and other appurtenances shall be kept free from dirt and/or foreign matter at all times.
- G. Care shall be taken in loading, transporting and unloading to prevent injury to the pipe or coatings. Pipe and fittings shall not be dropped. The Owner shall inspect all pipe before it is placed in the trench and shall reject any sections found to be damaged or defective to a degree that would affect the friction of the pipe. Rejected pipe shall be immediately removed from the site. If any defective pipe is discovered after it has been laid, it shall be removed and replaced with a sound pipe in a satisfactory manner.



- H. All pipe and fittings shall be thoroughly cleaned before laying and when installed, shall conform to the lines and grades required.

#### Installing Pipe and Fittings - General

- A. All pipe and fittings shall be cleaned of all debris, dirt or other foreign substances prior to installation. The interior of laid pipe shall be kept free from dirt, silt, gravel or foreign material at all times. All pipe in place must be approved by the Engineer before backfilling.
- B. The Contractor shall take all necessary precautions to prevent flotation of the pipe in the trench.
- C. All pipe laid underground shall have a minimum cover of 2-ft, unless otherwise shown on the Drawings or specified herein. Pipe shall be laid such that the invert elevations shown on the Drawings are not exceeded.

#### Pipe Bedding and Compaction

- A. As soon as the excavation is complete to normal grade of the bottom of the trench, bedding shall be placed, compacted and graded to provide firm, uniform and continuous support for the pipe. Bell holes shall be excavated so that only the barrel of the pipe bears upon the bedding. In general, the bottom of the trench shall be excavated to a depth of 10 inches below the bottom of the pipe barrel and a compacted granular bedding placed for pipe laying. The granular bedding shall be washed screened gravel or crushed stone ranging in size from ½ to 1 inch. Under no circumstances will the pipe be permitted to bear directly on rock.
- B. The pipe shall be laid accurately to the lines and grades indicated on the Drawings. Blocking under the pipe will not be permitted.
- C. After the pipe has been set to line and grade, bedding shall be placed evenly on each side of the pipe to mid-diameter. Hand tools shall be used to tamp the bedding under haunches of the pipe and into the bell holes to provide firm, continuous support for the pipe. Bedding shall then be placed to 12-in above the top of the pipe. The initial 3-ft of backfill above the bedding shall be placed in 1-ft layers and carefully compacted. Generally, the compaction shall be done evenly on each side of the pipe and compaction equipment shall not be operated directly over the pipe until sufficient backfill has been placed to ensure that such compaction equipment will not have a damaging effect on the pipe.
- D. The Contractor shall be fully responsible for the proper backfilling and compacting of all trench bedding and refill material. Compaction equipment shall be subject to the approval of the Engineer. Alternate methods of consolidating the backfill material above the crown of the pipe such as water jetting and puddling will be subject to that approval of the Engineer.
  - 1. During installation of pipe in cross country areas or where cover of the pipe is less than 5-ft, the Contractor shall ensure that the pipe is not subject to the direct load of machinery. Any damage due to overloading of the pipe will be replaced at the Contractor's expense.
  - 2. Pipe shall be installed by means of a concentric pressure being applied to the pipe with a mechanical pipe puller. Pulling or pushing a joint of pipe in place by using a crane, bulldozer, or backhoe will not be permitted. Pipe shall be pulled home in a straight line with all parts of the pipe on line and grade at all times. No side movement or up and down movement of the

pipe will be permitted during or after the pulling operation. Should coupled joints of pipe be out of line or off grade, they shall be removed one joint at a time and brought to the proper line and grade. The lifting or moving of several joints of coupled pipe at one time to close a partially open joint or to fine grade under laid joints of pipe will not be permitted.

3. Before any joint is made, the pipe shall be checked to ensure that a close joint with the next adjoining pipe has been maintained, and the inverts are matched to conform to the required grade. The pipe shall not be driven down by striking it.

### Joining Pipe and Fittings

- A. All manhole connections shall be as shown on the Drawings. Concrete and mortared connections shall be equipped with an integral O-ring or other approved sealant such that a positive watertight seal is established.
  1. The Engineer may examine each bell and spigot end to determine whether any preformed joint has been damaged prior to installation. Any pipe having defective joint surfaces shall be rejected, marked as such and immediately removed from the job site.
  2. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and backfill. Trench boxes, moveable sheeting, shoring or plates shall not be allowed to extend below the top of the pipe. If trench boxes, moveable sheeting, shoring or plates have been installed below the top of the pipe, they shall be moved slowly, taking care not to disturb the pipe, bedding or backfill. As trench boxes, moveable sheeting, shoring or plates are moved, the pipe bedding shall be placed to fill any voids created and the backfill shall be recompacted to provide uniform side support of the pipe.

### Cutting of Pipe

- A. All cuts of pipe shall be made with either an electric, pneumatic, or gasoline driven power saw.
- B. When lengths of pipe are field cut to provide for short lengths, the outside of the cut ends shall be tapered back about 1/8 inch at an angle of 30 degrees with the centerline of the pipe, before field cut pieces are used in the push-on type joints.

### Vertical Control

- A. The Contractor shall provide such engineering services as may be required to ensure that the pipelines are constructed in accordance with the Drawings. Engineering services provided by the Contractor shall include the establishment of lines and the setting of grades.
- B. The use of laser beam aligning equipment for vertical control shall be required.
  1. Fittings in addition to those shown on the Drawings shall be provided, where required, in crossing utilities, which may be encountered upon opening the trench. Solid sleeve closures shall be installed at locations approved by the Engineer.

### Cleaning

- A. After laying of the pipe is completed between manhole sections, the interior of the pipe shall be flushed with water or other means to remove all dirt, stones, pieces of wood, or other material that may have entered the pipeline during construction. Debris cleaned from the line shall be removed at the low end of the pipeline. If after the cleaning, obstructions remain, they shall be removed at the Contractor's expense.
- B. Prior to acceptance, the Engineer shall conduct a visual inspection of the pipeline. The Contractor shall supply all materials and labor necessary for the inspection.

### **Method of Measurement and Basis of Payment**

This work under these items shall be paid for at the contract unit price cost per linear foot (LF) of drainage pipe, installed and in place, and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work under Item 243.12, Item 243.15, Item 243.18, and Item 243.24 in accordance with the Plans, Special Provisions, and MassDOT Standard Specifications, including but not limited to:

- (a) All pipe, fittings, bends, and connections, for all material types listed
- (b) Trench excavation, regardless of depth, including Class B Trench Excavation, for all storm trenches,
- (c) Compaction of subgrade and installation of bedding layer and haunching layer (materials paid elsewhere)
- (d) Shop drawings, as required
- (e) Furnishing and installation of all backfill material, unless otherwise specified
- (f) Demarcation layers
- (g) Sheeting, if required
- (h) Temporary resurfacing
- (i) All connections to existing and/or proposed drainage structures
- (j) Any testing or modifications to the pipe, to the acceptance of the Town.

Furnishing of the following materials installed in conjunction with these items, that are to be paid separately under those designated items, include:

- Item 151. Gravel Borrow
- Item 156.8 Crushed Stone for Subbase
- Item 402. Dense Graded Crushed Stone

There shall be no additional cost for fittings, connections, or modifications. If the installation is not acceptable to the Town, the Contractor shall at his own expense locate and make repairs as necessary. The cost of these items, and all other work described on the Plans and within the Special Provisions to install the proposed drainage pipe will be included in the linear foot of pipe.

The Contractor is required to maintain service to all existing facilities throughout the duration of the work. The new drainage system shall be constructed while maintaining service to the existing facilities. If a temporary bypass of the drainage pipe is required to complete the work, the Contractor shall submit a plan to the Engineer for approval. Temporary bypass of drainage shall not be paid under this item but shall be paid under Item 991.1 – 'Control of Water.'

**SUBSECTION 270     PIPES REMOVED AND RELAID OR STACKED**

**ITEM 270.1                      DRAINAGE PIPE REMOVED AND DISPOSED                      (LINEAR FOOT)**

This item shall include all work to remove and legally dispose of all drainage pipe, as shown on the Plans, and in accordance with the Standard Specifications and Special Provisions. This work shall include all removal and disposal of all drainage pipe, and shall include all fittings, bends, connections, associated features, and coordination of work with other items.

**Method and Payment and Basis of Payment**

This work shall be paid for at the contract unit price per linear foot (LF) and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work described above and shown on the Plans under Item 270.1 - "Drainage Pipe Removed and Disposed."

This item shall include any and all work required by the Standard Specifications, Special Provisions, and Plans not included elsewhere in the Contract to complete the work. Payment shall fully compensate the Contractor for any work that is not specified or shown, but which is necessary to complete the work in this section.

**SUBSECTION 402     DENSE GRADED CRUSHED STONE FOR SUBBASE**

**ITEM 402.                      DENSE GRADED CRUSHED STONE                      (CUBIC YARD)**

The work performed under this item shall conform to the relevant provisions of the Standard Specifications Highway and Bridges, Subsection 402, and the following:

**Method of Measurement and Basis of Payment**

This work shall be paid for at the contract unit price cost per Cubic Yard (CY), and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work under Item 402. - “Dense Graded Crushed Stone” in accordance with the Plans and Special Provisions.

Measurement under this item shall be based on the limits shown on the Contract Drawings. There shall be no extra payment for material placed in excess of the depths and limits shown on the Drawings.

Payment under this item shall cover the dense graded crushed stone installed as part of the following work items: Granite Curb, Storm Drainage Trench, Asphalt Pavement – Trench Repair, Asphalt Pavement – Sidewalk, Asphalt Pavement – Driveway, or at other locations approved by the Town. Measurement shall be in accordance with each detail provided. There shall be no payment under this item for material used for temporary site features, including but not limited to, access roads, sediment and erosion control measures, and water control measures.

**SUBSECTION 415    PAVEMENT MILLING**

**ITEM 415.1**                      **PAVEMENT STANDARD MILLING**                      **(SQUARE YARD)**

The work performed under this item, and the Method of Measurement and Basis of Payment shall conform to the relevant provisions of the Standard Specifications Highway and Bridges, Subsection 415.

**SUBSECTION 450     HOT MIX ASPHALT PAVEMENT**

**ITEM 450.22                      SUPERPAVE SURFACE COURSE - 9.5 (SSC- 9.5)                      (TON)**

The work performed under this item shall conform to the relevant provisions of the Standard Specifications Highway and Bridges, subsection 450 and Section M3.06.0.

**ITEM 450.31                      SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC - 12.5)                      (TON)**

The work performed under this item shall conform to the relevant provisions of the Standard Specifications Highway and Bridges, subsection 450 and Section M3.06.0.

**ITEM 452.                      ASPHALT EMULSION FOR TACK COAT                      (GALLON)**

The work performed under this item shall conform to the relevant provisions of the Standard Specifications Highway and Bridges, subsection 450 and Section M3.03.0

Furnishing and installation of the following work items completed in conjunction with these items, that are to be paid separately under those designated items, include:

- Item 151.            Gravel Borrow
- Item 170.           Fine Grading and Compacting
- Item 402.           Dense Graded Crushed Stone
- Item 415.           Pavement Standard Milling
- Item 702.           Hot Mix Asphalt Sidewalk or Driveway

## **SUBSECTION 501 CURB, CURB INLETS, CURB CORNERS AND EDGING**

### **ITEM 504.18**

### **GRANITE CURB**

### **(LINEAR FOOT)**

The work under this item shall include all work required to furnish and install new granite curb, including straight and curved sections, as shown on the Plans, described within these Special Provisions, and as approved by the Engineer. This work shall also include the associated cement concrete, mortar joints, and all other associated work not paid under other items.

It is the Town's intent to reuse existing granite curb sections if they are in acceptable condition under Item 580.1. The Contractor shall attempt to salvage all granite curb for reuse prior to installing new curb as part of this item.

#### **General**

The work performed under this item shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for:

Subsection 120 – Excavation

Subsection 402 – Dense Graded Crushed Stone for Subbase

Subsection 501 – Curb, Curb Inlets, Curb Corners, and Edging

Subsection 580 – Curb or Edging Removed and Reset, Removed and Stacked, or Removed and Discarded

Subsection 701 – Cement Concrete Sidewalks, Pedestrian Curb Ramps and Driveways

Subsection 901 – Cement Concrete

And including and/or amended as follows:

#### **Materials**

- Granite Curb: Shall be 6"x18" granite stone curbing in 5' long sections, installed with a 6" reveal as shown on the detail. Curb reveal to match line and grade of adjacent curbing. Granite stone curbing to have thermal top, sawn bottom and split face both sides unless otherwise noted. Refer to MassDOT M9.04.1.
- Cement Concrete: 4000 PSI, ¾", 610, with 5%-7% air entrainment that meeting Item 904.

#### **Construction Methods**

Install according to the MassDOT standards, as shown on the Plans, and as approved by the Engineer.

#### **Submittals**

2. Granite Curb Shop Drawings: Submit product data and shop drawings for the granite curbing. Layout plan shall depict the curb dimensions, length, and location for new curb, in conjunction with any reused curb as required.

#### **Method of Measurement and Basis of Payment**

This work shall be paid for at the contract unit price cost per Linear Foot (LF) along the length of the installed granite curb, and shall include full compensation for all work, products, materials, tools, equipment,



supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work under Item 504.18 - "Granite Curb" in accordance with the Plans and Special Provisions. The cost of the granite curb shall include the granite curb, cement concrete, mortar joints, shop drawings and all work to install to the acceptance of the Engineer.

Furnishing and installation of the following work items completed in conjunction with this item, that are to be paid separately under those designated items, include:

- Item 151. Gravel Borrow
- Item 170. Fine Grading and Compacting
- Item 402. Dense Graded Crushed Stone
- Item 450.22 Superpave Surface Course - 9.5 (SSC – 9.5)
- Item 450.31 Superpave Intermediate Course - 12.5 (SIC – 12.5)
- Item 580.1 Granite Curb – Salvaged & Reset
- Item 702. Hot Mix Asphalt Sidewalk or Driveway

This item is only for furnishing and installing new sections of granite curb if the quantity of granite curb to be salvaged and reused is not sufficient due to damage, dimensions, or other factors. If the existing granite curb can be reused under its respective Item, the Contractor shall credit unused amounts of this item to the Owner by Change Order.

**ITEM 580.1****GRANITE CURB – SALVAGED & RESET****(LINEAR FOOT)**

The work under this item shall include all work required to remove, salvage, stockpile and reset the existing granite curb as shown on the Plans, described within these Special Provisions, and as approved by the Engineer. Granite curb to be salvaged can be reused for the Granite Curb, as approved by the Engineer. This item includes both straight and curved sections of granite curb. This item also includes the cement concrete required to install the curb.

It is the Town's intent to reuse existing granite curb sections if they are in acceptable condition. The Contractor shall attempt to salvage all granite curb for reuse. It is the Contractor's responsibility to inventory the salvaged curb in coordination with new curb to complete the work.

**General**

The work performed under this item shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for:

Subsection 120 – Excavation

Subsection 402 – Dense Graded Crushed Stone for Subbase

Subsection 501 – Curb, Curb Inlets, Curb Corners, and Edging

Subsection 580 – Curb or Edging Removed and Reset, Removed and Stacked, or Removed and Discarded

Subsection 701 – Cement Concrete Sidewalks, Pedestrian Curb Ramps and Driveways

Subsection 901 – Cement Concrete

And including and/or amended as follows:

**Materials**

- Granite curb to be reused shall be in accordance with the Plans and MassDOT M9.04.1.
- Cement Concrete shall be 4,000 PSI,  $\frac{3}{4}$ ", 610, with 6%-7% Air Entrainment.

**Construction Methods**

As part of this item, the Contractor shall be responsible for remove, stockpiling, relocating, and resetting granite curb according to MassDOT standards. Only curb that is accepted by the Engineer will be approved for reuse under this item. Curb accepted for reuse shall be cleaned by the Contractor, as required, prior to installing. This item shall include all assessment and measuring of existing curb, and stockpiling, rehandling, and modifications, as required, to salvaged curb, to meet the proposed Plans.

**Submittals**

1. Granite Curb Reuse Plan: Submit quantities and a layout plan for sections of existing granite curb to be salvaged and reused under this Item. Layout plan shall depict the curb dimensions, length, and location for reuse, in conjunction with any new curb, as required.

**Method of Measurement and Basis of Payment**

This work shall be paid for at the contract unit price cost per Linear Foot (LF) along the length of the relocated, and reset granite curb and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work under Item 580.1 - "Granite Curb – Salvaged & Reset" in accordance with the Plans and Special Provisions.

The cost of the removal, relocation, stockpiling, modification, cleaning, and resetting of granite curb, to the acceptance of the Town, shall be included.

Furnishing and installation of the following work items completed in conjunction with this item, that are to be paid separately under those designated items, include:

- Item 151. Gravel Borrow
- Item 170. Fine Grading and Compacting
- Item 402. Dense Graded Crushed Stone
- Item 450.22 Superpave Surface Course - 9.5 (SSC – 9.5)
- Item 450.31 Superpave Intermediate Course - 12.5 (SIC – 12.5)
- Item 504.18 Granite Curb
- Item 702. Hot Mix Asphalt Sidewalk or Driveway

## **SUBSECTION 702     HOT MIX ASPHALT SIDEWALKS AND DRIVEWAYS**

### **ITEM 702.                    HOT MIX ASPHALT SIDEWALK OR DRIVEWAY                    (TON)**

The work performed under this item shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges, Subsection 702 and the following:

Work included under this item shall consist of furnishing all labor, equipment, and materials to operate, install Hot Mix Asphalt Sidewalk or Driveways, including surface courses and intermediate courses, in accordance with the Standard Specifications.

Furnishing and installation of the following work items completed in conjunction with this item, that are to be paid separately under those designated items, include:

- Item 151.        Gravel Borrow
- Item 170.        Fine Grading and Compacting
- Item 402.        Dense Graded Crushed Stone

## **SUBSECTION 748    MOBILIZATION**

### **ITEM 748.**

### **MOBILIZATION**

### **(LUMP SUM)**

The work performed under this item shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges, Subsection 748 – Mobilization and the following:

Work included under this item shall consist of furnishing all labor, equipment, and materials to operate, maintain, and remove all temporary facilities required by the Contractor during the construction period. Temporary facilities include, but are not limited to, temporary trailers and field offices, temporary plumbing, temporary wiring and lighting, temporary HVAC equipment, temporary fire protection and temporary waste disposal facilities. A field office for the resident engineer, Town personnel, or Town's representative will not be required.

## **SUBSECTION 765 SEEDING**

### **ITEM 765.**

### **LAWN ESTABLISHMENT**

### **(SQUARE YARD)**

Work under this item shall consist of furnishing and installing seed mix, topsoil, amendments, and all other work required to establish lawn areas, as shown on the Plans. Work shall include all materials, operations, and establishment necessary to complete the work as specified to the satisfaction of the Town, not included as part of other items.

#### **General**

Lawn restoration shown on the Plans are those areas anticipated to be disturbed as a result of this project. The contractor is responsible for restoring all lawn areas disturbed as part of the work, to the acceptance of the Town or private property owner(s). Work under this item shall include a minimum of 6 inches of topsoil in all disturbed area, seed mix, and all maintenance to establish lawn areas as specified herein.

#### **Materials**

##### **Lawn Seed Mix**

- A. All seed mixes: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Lawn Seed Mix: Shall conform the following Turf Restoration Seed Mix, or approved equal:
  - a. 40% by weight Liberator Kentucky Blue Grass (as manufactured by Jacklin Seed)
  - b. 20% by weight Victory II Chewing Fescue (as manufactured by Burlingham Seeds, LLC)
  - c. 20% by weight Epic Strong Creeping Red Fescue (as manufactured by Proseeds Marketing, Inc.)
  - d. 20% by weight Spartan Hard Fescue (as manufactured by Pickseed West, Inc.).

Seeding Rate - 220 lb/acre

The seed mixture is to have no noxious weeds. Other cultivars of Perennial Ryegrass, Chewing Fescue and Creeping Fescue with high endophyte, Hard Fescue, and Kentucky Bluegrass may be substituted for the above listed cultivars with the approval of the owner. However, the same number of species and cultivars with their percentage by weight in the mixtures must remain the same as specified above.

**Special Product Warranty:** The Contractor shall supply the Engineer with all warranties or certificates, or both, furnished with the seed mixture prior to use of the material, if so requested.

##### **Topsoil**

- A. Topsoil material shall be amended or furnished as necessary and shall be a sandy loam with a clay content ( $<0.0002\text{mm}$ ) of no less than 8 percent by weight. The particle size limits (mm) are to be based on the USDA (U.S. Department of Agriculture) classification system. The topsoil material is to have a minimum organic matter content of not less than 6% and contain no stones over 3/4 inch in diameter. The topsoil material is to be free of clods, vegetative matter such as sod and wood, contaminants that affect plant growth, foreign material (concrete, glass, etc.) and environmental contaminants that include volatile organic compounds, total petroleum hydrocarbons, metal elements and pesticides that will impact reconstruction of the athletic fields and their surrounds.

- B. The existing topsoil material on site is to be stripped, stockpiled, and screened for reuse, as applicable.
- C. The topsoil material that is either furnished or reused is to have a soil pH range of 6.4-7.0 and soil available phosphorus of greater than 5 lbs. per acre as determined by the modified Morgan extractant. If the soil pH and soil available phosphorus is below 6.4 and 5 lbs. per acre respectively, then agricultural limestone and fertilizer phosphorus are to be added to the topsoil to achieve the minimum above before reuse or delivery to the site.
- D. The original source of the topsoil borrow shall be from an A or Ap horizon of a naturally occurring soil and not compounded by intentional mixing of component soils. In the event that the organic content is below the minimum 6% but meets all other requirements, the Owner may permit the addition of additional organic material provided that such material is blended at the source and not at the project site.
- E. Soil Tests: The Contractor shall submit to the Owner for review and approval a sample of the topsoil he proposes to use along with the test results indicating that its particle size, organic matter content, nutrient analysis and soil pH conforms to the requirements of these specifications before using the topsoil. The contractor is also to provide the source of the topsoil. Each topsoil sample to be submitted shall be tested for the following:
  - a. Particle size analysis of the topsoil will be determined by ASTM F 1632, Particle Size Analysis conducted by a laboratory accredited by the American Association of Laboratory Accreditation. Test must be recent and approved prior to delivery of material to the site.
  - b. Soil pH and nutrient analysis using the modified Morgan soil test extractant for soil available P, K, Ca and Mg using UMASS, Department of Plant Science, Soil Nutrient Analysis Laboratory.
  - c. Soluble salt content measuring EC with a conductivity meter in a soil-water extract using a soil to solution ratio of 1:4.3.4. Organic matter content in the topsoil to be determined by loss of weight on ignition on an overdry sample.

#### Fertilizer

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 10 percent phosphoric acid.
- B. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
  - a. Composition: 293 lbs. per acre of 15-15-15.
- C. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
  - a. Composition: 142 lbs. per acre of 20-10-10.

#### Pesticides

- A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

### Inorganic Soil Amendments

- A. Lime: ASTM C 602, agricultural limestone containing a minimum of 80 percent calcium carbonate equivalent and as follows:
  - a. Class: T, with a minimum of 99 percent passing through No. 8 (2.36-mm) sieve and a minimum of 75 percent passing through No. 60 (0.25-mm) sieve.
  - b. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.
- B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 (3.35-mm) sieve and a maximum of 10 percent passing through No. 40 (0.425-mm) sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Aluminum Sulfate: Commercial grade, unadulterated.
- E. Perlite: Horticultural perlite, soil amendment grade.
- F. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
- G. Sand: Clean, washed, natural or manufactured, free of toxic materials.

### Organic Soil Amendments

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 5 to 10 decisiemens/m.
- B. Peat: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with a pH range of 3.4 to 4.8.
- C. Peat: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
- E. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.
- F. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of vegetation.

### **Construction Methods**

#### Delivery, Storage, and Handling

- A. Deliver seed mixture in new, sealed containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging. Seed in damaged packaging is not acceptable.

#### Quality Assurance

- A. The owner reserves the right to require testing and reject for cause any material not meeting material specifications by tests in accordance with methods adopted by the Association of Official



- Agricultural Chemists. Costs for these tests shall be borne by the Contractor.
- B. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory.
    - a. Report suitability of topsoil for lawn growth. State-recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.
  - C. Analysis and Standards: Package standard products with manufacturer certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable.

#### Sequencing and Scheduling

- A. Coordinate the work of this Section with the respective trades responsible for installing interfacing work to ensure that the work performed is scheduled to minimize damage to lawn areas.

#### Preparation

- A. Loosen subsoil with a subsoiler to a depth of 24 inches.
- B. Prepare subgrade to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes in level areas.
- C. Screen topsoil to remove stones  $\frac{3}{4}$  inch and larger.
- D. Remove foreign materials, debris, weeds, undesirable plants, roots, branches, stones in excess of 1/2 inch in size. Remove subsoil contaminated with petroleum products, or other materials, which would inhibit healthy plant growth.
- E. Scarify in areas where equipment is used for hauling and spreading topsoil and has compacted subsoil.

#### Placing and Treating Topsoil

- A. Place both stockpiled topsoil and additional loam during dry weather; place to a minimum compacted depth as noted on the Plans on dry unfrozen subgrade. Treat additional loam with ground limestone. Place screened topsoil for both planting beds and seeded areas.
- B. Fine grade topsoil, making changes in grade gradual, eliminating rough or low areas. Blend slopes into level areas. Manually spread topsoil close to trees, plants, and building to prevent damage. Fill depressions to ensure positive drainage.
- C. Remove roots, weeds, rocks and foreign material while spreading.
- D. Remove surplus subsoil and topsoil from site. Leave stockpile areas and site clean and raked ready to receive grass.
- E. Apply fertilizer in accordance with manufacturer's instructions, or testing agency recommendations, within 10 days of seeding, after smooth raking of topsoil.
- F. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- G. Mix thoroughly into upper 4 inches of topsoil.
- H. Lightly water to aid the dissipation of fertilizer.
- I. After incorporation of fertilizer and limestone into the soil, fine grade seed/sod bed to remove all ridges and depressions, and the surface cleared of all stones  $\frac{3}{4}$  inch or more in diameter and all other debris.
- J. Smooth rake again and clear surface of all stones one inch or more in diameter and all other debris.

### Seeding

- A. Apply seed as recommended by the seed supplier at each seeding. The contractor shall seed the lawn twice, in two separate applications.
  - a. The first application will use a slit seeder
    - i. Hydroseeding over the slit seeding is acceptable on the first application
  - b. The overseeding will be a slit seeder and perpendicular to the first application at a timing to be determined during the establishment period
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Do not sow immediately following rain or snow, when ground is too dry, or during windy periods.
- D. Ensure the seed has 1/8" to 1/4" inch depth of soil with seed.
- E. Immediately following seeding apply approved straw mulch to a thickness of 1/8 inch, keeping clear of and trees.
- F. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

### Lawn Maintenance

- A. Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Grade and plant bare or eroded areas and re-seed to produce a uniformly smooth lawn. Provide materials and installation the same as those used in the original installation.
- B. Mow lawn as soon as top growth is tall enough to cut (4 inches). Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings.
  - a. Mowing less than 1/2" will not count as a "mowing".
- A. Initial Lawn Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
  - a. Seeded and Sodded Lawns: By Substantial Completion
    - i. When initial maintenance period has not elapsed before end of planting season, or if lawn is not fully established, continue maintenance during next planting season, as directed by the Town.

### Satisfactory Lawns

- A. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
- B. Use specified materials to reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.
- C. Final acceptance of seeded lawns is based on an established turf thickly uniform and well developed over 95% of the bed and ready for the Owner to use and occupy. The Contractor is responsible for all mowing until final acceptance.

### Special Product Warranty

- A. ***Submit Installer's standard form in which Installer agrees to repair or replace seed establishment***

*areas that fail in materials, workmanship, or growth within specified warranty period.*

B. Failures include, but are not limited to, the following:

1. Death and unsatisfactory growth resulting from lack of adequate maintenance, watering, neglect or abuse, or incidents.

C. **Warranty Periods from Date of Substantial Completion:**

*1. Lawn Establishment: One year.*

Post-Seeding Care

- A. The Contractor shall furnish all labor, equipment, and materials needed to maintain and ensure the establishment of all new seed mixes **for a period of one (1) year or one full growing season**, whichever is longer, following the final acceptance of work as approved by the Engineer. For the purposes of this contract, a growing season shall be defined as April 1 to November 30.
- B. The Contractor shall be required to water, weed, mow, reseed, and clear the site of all trash and debris periodically throughout the post-planting care period as indicated in this section and as directed by the Engineer
- C. The Contractor will be required to restore any lawn disturbed or damaged by the operations required under this item. There will be no direct payment for this. The cost of restoration of lawn areas shall be deemed included in the contract bid price for this item.
- D. Cleanup and Debris Removal
  - a. The Contractor shall remove and dispose of all debris including but not limited to trash, household waste, tires, logs, branches, and other plant parts and miscellaneous lumber and structures found accumulating in the planting areas on a per-event basis. All materials removed from planting areas shall be removed from the contract site or otherwise disposed of.
- E. Watering
  - a. The Contractor shall be responsible for thoroughly watering all lawn and upland meadow establishment areas.
  - b. A suggested watering schedule would start at the beginning of the establishment period and continue to October 31. Watering would commence again in April, or when necessary, of the second year/growing season. Watering events may occur less frequently during periods of frequent rain events.
  - c. Water supply is the responsibility of the Contractor. The Contractor should assume that water supply will not be available on site and should be prepared to procure water. Where water is to be supplied from fire hydrants, the Contractor shall obtain a fire hydrant permit from the municipal agency or utility company that owns and maintains the hydrants. The Contractor is responsible for keeping the permit current. There will be NO DIRECT PAYMENT for water supply under any circumstances. The cost of water supply shall be deemed included in the contract bid price for these items.
- F. Replacement
  - a. Where shown on the plans, any portion of the newly planted seeded areas have failed, died back, or, in the opinion of the Engineer, are exhibiting sparse growth shall be reseeded in the same manner as specified in the contract for their respective item until a satisfactorily vigorous growth has been established.

## **Submittals**

1. Seeding Schedule: indicating anticipated planting dates for each type of seeding.
2. Product data sheets: specifications, performance data, and physical properties for the Lawn Seed Mix
3. Topsoil: Samples and Test Report
  - a. Topsoil, five-gallon pail – Provide representative testing to indicate percent organic content for both on-site and off-site source material. Only topsoil meeting organic content specifications (6% min. – 20% max.) is acceptable.
  - b. Source of topsoil must be submitted. Only quality material free of contamination shall be used. At the discretion of the Town, additional soil testing for the presence of chemical compounds may be required. All testing shall be at the Contractor's expense.
4. Post-Seeding Care Plan: shall include a comprehensive sequence and schedule describing the timing and frequency of all work items specified under this item for the post-seeding care plan. The

## **Method of Measurement and Basis of Payment**

This work shall be paid for at the contract unit price cost per Square Yard (SY) of established lawn area, and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work under Item 756. - "Lawn Establishment" in accordance with the Plans and Special Provisions.

**SUBSECTION 860            REFLECTORIZED PAVEMENT MARKINGS**

**ITEM 868.04            4 INCH REFLECTORIZED WHITE LINE (EPOXY)            (LINEAR FOOT)**

**ITEM 869.04            4 INCH REFLECTORIZED YELLOW LINE (EPOXY)            (LINEAR FOOT)**

**General**

The work under these items shall include all work required to furnish and install new pavement markings, as shown on the Plans, described within these Special Provisions, and as approved by the Engineer.

The work performed under this item shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for Subsection 860.

**Method of Measurement and Payment**

The work under items 868.04 and 869.04 shall be paid for at the contract unit price cost per linear foot (LF) of pavement marking, installed and in place.

The work under these items and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals appurtenant necessary to complete the work in accordance with the Plans, Special Provisions, and MassDOT Standard Specifications.

## **SUBSECTION 990     WATER CONTROL**

### **ITEM 991.1**

### **CONTROL OF WATER**

### **(LUMP SUM)**

The work performed under this item shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges, and as amended herein:

#### **General**

Work under this item includes providing, installing, operating, and maintaining any required bypass and dewatering equipment and systems to complete the work. The Contractor shall implement all measures necessary to ensure construction activities proceed in-the-dry. All work incidental to dewatering operations, including work related to diversions, pumping, and treatment of pumped water will be paid under this item and will not be measured separately.

Control of Water includes the management of dry conditions during earth disturbing activities and the diversion/control of surface and groundwater flows on a daily basis. This work will also include the temporary diversions or pumping of storm drainage, if required, within the project area. This item also includes all handling of groundwater, including pumping excavations, and treatment of turbid water prior to discharging.

Contractor shall provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plan, including but not limited to the following:

- The Contractor shall furnish, install, operate and maintain a trench dewatering system. The system shall ensure that the trench excavation and pipe installation is completed in dry conditions. Removal of water saturated soil will not be permitted.
- The Contractor shall provide any equipment necessary, such as dewatering pumps and settling tanks or basins, to control water flowing into the drainage systems being installed, bypass clean water around the active work area, and treat all turbid pump discharges prior to water reentering adjacent wetlands or watercourse.
- The contractor shall control flood flows from nearby waterbodies such that damage to the work area is prevented.
- The Contractor shall provide standby equipment and power supply for maintaining uninterrupted construction dewatering.
- Contractor shall maintain drainage along High Street during construction operations. Contractor is responsible for handling the flow from existing catch basin by grading to drain, piping, or other means as designed by the Contractor.
- The Contractor shall comply with all necessary permits from State and local agencies required for operation of the dewatering system, monitoring groundwater, and disposal of dewatering effluent.

The Contractor shall maintain the following performance requirements to design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity:

- To control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
- Additional dewatering equipment shall be installed as needed to control water flow from nearby waterbodies to prevent damage and disruption to the work area.
- Work includes removal of equipment/material when no longer needed or relocation during different phases of work to accommodate the proposed construction. All disturbed areas as a result of the described work in this section shall be restored.
- Contractors must plan their de-watering activities such that they account for increases in water flow due to storms or other events. No separate payment will be made for de-watering measures that are damaged or overwhelmed by significant and sudden increases in the water flow. Contractors must plan for such events. In some instances, water flows may exceed those reasonably expected to be de-watered and the Contractor may be required to suspend work until such time that the water flows return to a manageable level. In the event the work is suspended due to high water, the Contractor will not be compensated for repairs to de-watering measures.
- Pump Discharges: All pump discharges shall be routed to a pump discharge settling area or other approved treatment system to sufficiently settle out suspended sediments prior to water re-entering the watercourse, while also mitigating erosion or scour prior to encountering wetlands or watercourses.

### **Construction Methods**

The Contractor shall investigate and verify existing site conditions, and evaluate the need for, and the type of protection and facilities required. Before commencing construction, the Contractor shall furnish the Engineer with details of the plan and methods he proposes to use for water control, emergency response, and accomplishing the work. The furnishing of such plans and methods shall not relieve the Contractor of any of his responsibility for the safety of the work and for the successful completion of the project.

Any pumping from within the areas of construction shall be done in such a manner as to prevent the possibility of movement of sediment from within these areas. Any pumped water must be discharged to a temporary discharge settling basin and/or in accordance with the requirements of the Standard Specifications.

Unless otherwise provided or directed, all such temporary protective work shall be removed and disposed of in an approved manner when no longer required.

The Contractor shall be responsible for the scheduling of work described herein so as not to interfere with any sequence of operations developed for this project. Delays as a result of work required under this specification shall not constitute a claim for an extension of contract time.

In the event of precipitation events that are in excess of the capacity of the water control and bypass system, or for any reason the dewatered excavation areas begin to fill with water, work shall be halted until the work area can be fully dewatered and the subgrade fully dried again before work shall continue.

The Contractor is responsible to redeploy and revise the water control and dewatering schemes as many times as necessary to comply with these specifications at no additional cost to the Owner. No such changes in will justify a change order for additional funding

If the Contractor is unable to work due to wet conditions that resulted from the failure of the water control system, the incorrect installation of said system, or any reason deemed within the control of the Contractor, lost time will NOT be added to the Contract period.

The Contractor is permitted to make minor disturbances to the work area as may be required to properly install any cofferdam/pumping/diversion system but will be limited to only that disturbance necessary to install the system.

The discharge of water from the pumping operations or diversion of water shall be done so as to prevent erosion of soils and the introduction of sediment to nearby waterbodies. All materials placed for the discharge system are temporary in nature and shall be removed from the project area upon completion of the dewatering process.

Contractor shall monitor dewatering systems continuously, and protect and maintain temporary erosion and sedimentation controls, replace and/or reinforce as needed. All work shall be performed on dry subgrades; provide an adequate system and operate the system continuously until the proposed work, including but not limited to excavation, filling, and installation of drainage system, is complete or until dewatering is no longer required.

Do not permit open sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability. In the event of damage to the water control system, the Contractor shall repair or replace the measures as soon as possible and prior to commencing work.

Upon completion of the work, and approval of the Contracting Officer, the Contractor shall remove all water control measures. The Contractor shall remove all equipment, material or temporary structures from the work site. Any fill placed around the work site to assist in the water control process, shall be removed upon completion of the work. In the event sandbags are used in the water control process, the sandbags will be removed and emptied outside of any waterbody or wetland area. Upon removal of the water control measures, the Contractor shall regrade any disturbed surfaces and restore all areas consistent with the stabilization of the project site as set forth in the Contract Documents.

## **Submittals**

5. Water Control Plan: The Contractor shall submit a Water Control Plan to describe the means and methods for controlling water during construction, including the following:
  - a. How the Contractor attends to install the drainage system on dry, stable subgrades throughout each phase of construction.
  - b. Describe how dewatering, control, and diversion of water shall be accomplished.
  - c. Provide plans, sections, and details showing the arrangement, locations, and details of dewatering sumps and/or pumps, discharge lines, and means of discharge and control of sediment and disposal of water, if applicable.
  - d. Any storm drainage discharging into a confined work area from existing or proposed storm drainage pipes shall be diverted or pumped outside the confined areas. Pumps shall be sized by the Contractor to handle the expected flows and be discharged to a stable location. The Contractor shall submit the means and methods of handling storm drainage to the Engineer for approval.



- e. Diversion of stormwater: The Contractor shall include provisions for controlling surface water runoff in and around excavation areas.
- f. Describe method for maintaining uninterrupted construction dewatering and back-up power supply.
- g. Provide manufacturer's specifications for equipment to be used to control water.
- h. Proposed revisions to the Water Control Plan throughout the course of construction for any reason must be submitted in writing and approved by the Engineer prior to modification.

#### **Method of Measurement and Basis of Payment**

There shall be no measurement under this item. This work shall be paid for at the contract lump sum (L.S.) price and shall include full compensation for all work, products, materials, tools, equipment, supplies, handling, submittals, labor, and incidentals necessary to complete the work described above and under Item 991.1 – "Control of Water."

## **ALLOWANCES**

### **ITEM A1**

### **FIELD ORDER ALLOWANCE**

### **(ALLOWANCE)**

This item shall be used for any miscellaneous Field Order Directives by the Town during construction. Work under this item is subject to the Town's pre-approval and must be in accordance with the Plans, Standard Specifications and Special Provisions. Refer to Method of Measurement and Basis of Payment below.

#### **General**

The work performed under these allowance items shall be coordinated with the various *sections, subsections and items* listed in these Special Provisions and conform to the relevant provisions of the Standard Specifications for Highways and Bridges for:

The work performed under this item shall also be coordinated with the General and Supplementary Condition provided by the Town, including Section 11.02 Allowance.

And including and/or amended as follows:

#### **Summary**

1. Section includes administrative and procedural requirements governing allowances.
2. Include in the Total Bid the Allowances stated on the Bid Form
3. No work in excess of the specified allowance will be permitted unless approved by the Engineer.
4. The actual requested allowance amount will be reviewed and approved or rejected by the Engineer, on the accuracy and completeness of the cost of pricing and data submitted.
5. Types of allowances include the following:
  - (a) Lump-sum allowances.
  - (b) Unit-cost allowances.
  - (c) Quantity allowances.
  - (d) Field Order allowances.
  - (e) Testing and inspecting allowances.

#### **Selection and Purchase**

1. At the earliest practical date after award of the Contract, advise Engineer of the date when final selection and purchase of each product, plan, professional services or system described by an allowance must be completed to avoid delaying the Work.
2. At Engineer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
3. Purchase products, plans, professional services, or systems selected by Engineer from the designated supplier.

#### **Submittals**

1. Submit proposals for purchase of products, plans, professional services, or systems included in allowances, in the form specified for Change Orders, or other means acceptable to the Town.
2. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in

fulfillment of each allowance.

3. Submit time sheets and other documentation to show labor time and cost for work performed for each allowance item that include installation and labor time as part of the allowance.
4. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### Coordination

1. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

#### Lump-Sum, Unit-cost, and Quantity Allowances

1. Allowances shall include cost to the Contractor of specific products, materials, or services ordered by Owner or selected by Engineer under allowance and shall include freight, and delivery to Project site.
2. Unless otherwise indicated, the Contractor's costs for receiving and handling at project site, labor, installation, overhead and profit, and similar costs related to products and materials selected by Engineer under allowance shall be included as part of the Contract Sum and not part of the allowance.
3. Use the allowance in coordination with the Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
4. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
5. Change Orders authorizing use of funds from the allowance will include Contractor's related costs and reasonable overhead and profit margins in accordance with the Standard Specifications and Town of Bridgewater General Conditions.
6. At Project closeout, credit unused amounts remaining in the allowance to Owner by Change Order.
7. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - (a) If requested by Engineer, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

#### Field Order Allowances

1. The Field Order Allowance (contingency allowance) shall be used for miscellaneous field change orders during construction subject to the Engineer's approval.
2. The Owner or Engineer may issue a field order directive that instructs the Contractor to proceed with certain items of work not shown on the Plans. A field order does not adjust the Contract Sum but rather is funded by the Field Order Allowance which is included in the original Contract Sum.
3. The field order Change Order shall contain a complete description of the proposed change in work and a fixed dollar amount or other basis for determining the final cost of the change. The Contractor shall maintain accurate records for the work performed on a time and material or unit price basis.
4. Use the Field Order Allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
5. The total Field Order Allowance shall be included in the Contractor's Schedule of Values as a line

item, adjusted downward or upward by an approved Change Order.

6. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the Field Order Allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
7. Change Orders authorizing use of funds from the Field Order Allowance will include Contractor's related costs and reasonable overhead and profit margins.
8. At Project closeout, credit unused amounts remaining in the Field Order Allowance to Owner by Change Order.

#### Testing And Inspecting Allowances

1. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.
2. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.
3. Costs of services not required by the Contract Documents are not included in the allowance.
4. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

#### Adjustment Of Allowances

1. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
2. Include installation costs in purchase amount only where indicated as part of the allowance.
3. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
4. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
5. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
6. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
7. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
8. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

#### Examination

1. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

#### Preparation

1. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### **Method of Measurement and Basis of Payment**

Measurement and payment for the Allowances shall be in accordance with this section. Payment Covers costs associated with all labor, materials, and equipment required to complete the work, as requested by the Engineer or Owner during construction, or as evidently required.

This work will be paid for as documented by the cost of labor, materials and equipment to perform the work, as approved by Change Order. Payment for each allowance shall be made on the basis of Time and Materials, not to exceed the Contract Amount, as documented by the cost for labor, time, and materials submitted by the Contractor. Contractor shall provide documentation and substantiation of all work performed to the Engineer prior to payment.

Payment will only be made for work pre-approved to be paid under these allowance items by the Engineer and Owner, with written documentation provided. No payment shall be made under these items without the prior approval or written direction from the Town.

At project closeout, the Contractor shall credit unused amounts of the allowances to Owner by Change Order.

## **Attachment A – Prevailing Wage Rates**



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

MAURA HEALY  
Governor

KIM DRISCOLL  
Lt. Governor

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

LAUREN JONES  
Secretary  
MICHAEL FLANAGAN  
Director

<b>Awarding Authority:</b>	Town of Bridgewater	<b>City/Town:</b> BRIDGEWATER
<b>Contract Number:</b>	TBD	
<b>Description of Work:</b>	The project will remove and discard deteriorating metal street drainage pipes and replace in kind with RCP. The project will remove and reset VGC and sidewalk segments and mill and overlay 1300 LF of Roadway.	
<b>Job Location:</b>	151 High Street Bridgewater MA	

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**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.

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10	6/1/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$0.00	\$76.69
	12/1/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$0.00	\$78.30
	1/1/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$0.00	\$78.90
	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10	6/1/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$0.00	\$76.76
	12/1/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$0.00	\$78.37
	1/1/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$0.00	\$78.97
	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10	6/1/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$0.00	\$76.88
	12/1/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$0.00	\$78.49
	1/1/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$0.00	\$79.09
	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56	1/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR LABORERS	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.11	\$0.00	\$69.35
	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.11	\$0.00	\$70.73
	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.11	\$0.00	\$72.17
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.80	\$9.90	\$9.25	\$9.11	\$0.00	\$75.06
	12/1/2027	\$48.25	\$9.90	\$9.25	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.75	\$9.90	\$9.25	\$9.11	\$0.00	\$78.01
	12/1/2028	\$51.25	\$9.90	\$9.25	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.21	\$0.00	\$69.45
	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.21	\$0.00	\$70.83
	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6	6/1/2025	\$43.80	\$14.50	\$4.30	\$6.75	\$0.00	\$69.35
	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
ASPHALT RAKER LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER LABORERS	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.11	\$0.00	\$69.35
	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.11	\$0.00	\$70.73
	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.11	\$0.00	\$72.17
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.80	\$9.90	\$9.25	\$9.11	\$0.00	\$75.06
	12/1/2027	\$48.25	\$9.90	\$9.25	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.75	\$9.90	\$9.25	\$9.11	\$0.00	\$78.01
	12/1/2028	\$51.25	\$9.90	\$9.25	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.21	\$0.00	\$69.45
	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.21	\$0.00	\$70.83
	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
BOILER MAKER BOILERMAKERS LOCAL 29	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: BOILER MAKER</b> <b>Effective Date: 1/1/2024</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
2	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3	2/1/2025	\$65.80	\$11.49	\$15.57	\$8.02	\$0.00	\$100.88
	8/1/2025	\$67.95	\$11.49	\$15.57	\$8.02	\$0.00	\$103.03
	2/1/2026	\$69.30	\$11.49	\$15.57	\$8.02	\$0.00	\$104.38
	8/1/2026	\$71.50	\$11.49	\$15.57	\$8.02	\$0.00	\$106.58
	2/1/2027	\$72.90	\$11.49	\$15.57	\$8.02	\$0.00	\$107.98
<b>Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)</b> <b>Effective Date: 2/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$32.90	\$11.49	\$15.57	\$8.02	\$0.00	\$67.98
2	60.00	\$39.48	\$11.49	\$15.57	\$8.02	\$0.00	\$74.56
3	70.00	\$46.06	\$11.49	\$15.57	\$8.02	\$0.00	\$81.14
4	80.00	\$52.64	\$11.49	\$15.57	\$8.02	\$0.00	\$87.72
5	90.00	\$59.22	\$11.49	\$15.57	\$8.02	\$0.00	\$94.30
<b>Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)</b> <b>Effective Date: 8/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.98	\$11.49	\$15.57	\$8.02	\$0.00	\$69.06
2	60.00	\$40.77	\$11.49	\$15.57	\$8.02	\$0.00	\$75.85
3	70.00	\$47.57	\$11.49	\$15.57	\$8.02	\$0.00	\$82.65
4	80.00	\$54.36	\$11.49	\$15.57	\$8.02	\$0.00	\$89.44
5	90.00	\$61.16	\$11.49	\$15.57	\$8.02	\$0.00	\$96.24
BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING BOTTOM MAN LABORERS	6/1/2025	\$48.85	\$9.90	\$9.25	\$9.80	\$0.00	\$77.80
	12/1/2025	\$50.35	\$9.90	\$9.25	\$9.80	\$0.00	\$79.30
	6/1/2026	\$51.90	\$9.90	\$9.25	\$9.80	\$0.00	\$80.85
	12/1/2026	\$53.40	\$9.90	\$9.25	\$9.80	\$0.00	\$82.35
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER LABORERS	6/1/2025	\$47.70	\$9.90	\$9.25	\$9.80	\$0.00	\$76.65
	12/1/2025	\$49.20	\$9.90	\$9.25	\$9.80	\$0.00	\$78.15
	6/1/2026	\$50.75	\$9.90	\$9.25	\$9.80	\$0.00	\$79.70
	12/1/2026	\$52.25	\$9.90	\$9.25	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN LABORERS	6/1/2025	\$48.03	\$9.90	\$9.25	\$9.80	\$0.00	\$76.98
	12/1/2025	\$49.53	\$9.90	\$9.25	\$9.80	\$0.00	\$78.48
	6/1/2026	\$51.08	\$9.90	\$9.25	\$9.80	\$0.00	\$80.03
	12/1/2026	\$52.58	\$9.90	\$9.25	\$9.80	\$0.00	\$81.53
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
CARPENTER CARPENTERS	3/1/2025	\$49.62	\$9.83	\$11.47	\$8.50	\$0.00	\$79.42
	9/1/2025	\$50.87	\$9.83	\$11.47	\$8.50	\$0.00	\$80.67
	3/1/2026	\$52.12	\$9.83	\$11.47	\$8.50	\$0.00	\$81.92
	9/1/2026	\$53.37	\$9.83	\$11.47	\$8.50	\$0.00	\$83.17
	3/1/2027	\$54.62	\$9.83	\$11.47	\$8.50	\$0.00	\$84.42

### Apprentice: CARPENTER

Effective Date: 3/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.33	\$9.83	\$0.00	\$1.73	\$0.00	\$33.89
2	45.00	\$22.33	\$9.83	\$0.00	\$1.73	\$0.00	\$33.89
3	55.00	\$27.29	\$9.83	\$0.00	\$3.40	\$0.00	\$40.52
4	55.00	\$27.29	\$9.83	\$0.00	\$3.40	\$0.00	\$40.52
5	70.00	\$34.73	\$9.83	\$11.41	\$5.10	\$0.00	\$61.07
6	70.00	\$34.73	\$9.83	\$11.41	\$5.10	\$0.00	\$61.07
7	80.00	\$39.70	\$9.83	\$11.44	\$6.80	\$0.00	\$67.77
8	80.00	\$39.70	\$9.83	\$11.44	\$6.80	\$0.00	\$67.77

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: CARPENTER</b> <b>Effective Date: 9/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.89	\$9.83	\$0.00	\$1.73	\$0.00	\$34.45
2	45.00	\$22.89	\$9.83	\$0.00	\$1.73	\$0.00	\$34.45
3	55.00	\$27.98	\$9.83	\$0.00	\$3.40	\$0.00	\$41.21
4	55.00	\$27.98	\$9.83	\$0.00	\$3.40	\$0.00	\$41.21
5	70.00	\$35.61	\$9.83	\$11.41	\$5.10	\$0.00	\$61.95
6	70.00	\$35.61	\$9.83	\$11.41	\$5.10	\$0.00	\$61.95
7	80.00	\$40.70	\$9.83	\$11.44	\$6.80	\$0.00	\$68.77
8	80.00	\$40.70	\$9.83	\$11.44	\$6.80	\$0.00	\$68.77
CARPENTER WOOD FRAME	10/1/2024	\$26.65	\$7.02	\$3.80	\$1.00	\$0.00	\$38.47
CARPENTERS	10/1/2025	\$27.75	\$7.02	\$3.80	\$1.00	\$0.00	\$39.57
	10/1/2026	\$28.85	\$7.02	\$3.80	\$1.00	\$0.00	\$40.67
All Aspects of New Wood Frame Work							

<b>Apprentice: CARPENTER WOOD FRAME</b> <b>Effective Date: 10/1/2024</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$15.99	\$7.02	\$0.00	\$0.00	\$0.00	\$23.01
2	60.00	\$15.99	\$7.02	\$0.00	\$0.00	\$0.00	\$23.01
3	65.00	\$17.32	\$7.02	\$0.00	\$1.00	\$0.00	\$25.34
4	70.00	\$18.66	\$7.02	\$0.00	\$1.00	\$0.00	\$26.68
5	75.00	\$19.99	\$7.02	\$3.80	\$1.00	\$0.00	\$31.81
6	80.00	\$21.32	\$7.02	\$3.80	\$1.00	\$0.00	\$33.14
7	85.00	\$22.65	\$7.02	\$3.80	\$1.00	\$0.00	\$34.47
8	90.00	\$23.99	\$7.02	\$3.80	\$1.00	\$0.00	\$35.81

<b>Apprentice: CARPENTER WOOD FRAME</b> <b>Effective Date: 10/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$16.65	\$7.02	\$0.00	\$0.00	\$0.00	\$23.67
2	60.00	\$16.65	\$7.02	\$0.00	\$0.00	\$0.00	\$23.67
3	65.00	\$18.04	\$7.02	\$0.00	\$1.00	\$0.00	\$26.06
4	70.00	\$19.43	\$7.02	\$0.00	\$1.00	\$0.00	\$27.45
5	75.00	\$20.81	\$7.02	\$3.80	\$1.00	\$0.00	\$32.63
6	80.00	\$22.20	\$7.02	\$3.80	\$1.00	\$0.00	\$34.02
7	85.00	\$23.59	\$7.02	\$3.80	\$1.00	\$0.00	\$35.41
8	90.00	\$24.98	\$7.02	\$3.80	\$1.00	\$0.00	\$36.80

CEMENT MASONRY/PLASTERING	7/1/2024	\$49.19	\$13.35	\$16.43	\$7.78	\$1.80	\$88.55
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**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BRICKLAYERS LOCAL 3							

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 7/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.60	\$13.35	\$16.43	\$0.00	\$0.00	\$54.38
2	60.00	\$29.51	\$13.35	\$16.43	\$2.78	\$1.80	\$63.87
3	65.00	\$31.97	\$13.35	\$16.43	\$3.78	\$1.80	\$67.33
4	70.00	\$34.43	\$13.35	\$16.43	\$4.78	\$1.80	\$70.79
5	75.00	\$36.89	\$13.35	\$16.43	\$5.78	\$1.80	\$74.25
6	80.00	\$39.35	\$13.35	\$16.43	\$6.78	\$1.80	\$77.71
7	90.00	\$44.27	\$13.35	\$16.43	\$7.78	\$1.80	\$83.63

CHAIN SAW OPERATOR LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	6/1/2025	\$59.51	\$15.55	\$13.25	\$3.25	\$0.00	\$91.56
	12/1/2025	\$60.98	\$15.55	\$13.25	\$3.25	\$0.00	\$93.03
	6/1/2026	\$62.31	\$15.55	\$13.25	\$3.25	\$0.00	\$94.36
	12/1/2026	\$63.79	\$15.55	\$13.25	\$3.25	\$0.00	\$95.84

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	6/1/2025	\$37.52	\$15.55	\$13.25	\$3.25	\$0.00	\$69.57
	12/1/2025	\$38.47	\$15.55	\$13.25	\$3.25	\$0.00	\$70.52
	6/1/2026	\$39.33	\$15.55	\$13.25	\$3.25	\$0.00	\$71.38
	12/1/2026	\$40.28	\$15.55	\$13.25	\$3.25	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) PAINTERS LOCAL 35	1/1/2025	\$58.46	\$9.95	\$11.85	\$12.10	\$0.00	\$92.36
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Apprentice: DELEADER (BRIDGE)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.23	\$9.95	\$0.00	\$0.00	\$0.00	\$39.18
2	55.00	\$32.15	\$9.95	\$0.00	\$6.66	\$0.00	\$48.76
3	60.00	\$35.08	\$9.95	\$0.00	\$7.26	\$0.00	\$52.29
4	65.00	\$38.00	\$9.95	\$0.00	\$7.87	\$0.00	\$55.82

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																								
<div>Apprentice: DELEADER (BRIDGE)</div> <div>Effective Date: 1/1/2025</div> <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr></thead><tbody><tr><td>5</td><td>70.00</td><td>\$40.92</td><td>\$9.95</td><td>\$11.85</td><td>\$8.47</td><td>\$0.00</td><td>\$71.19</td></tr><tr><td>6</td><td>75.00</td><td>\$43.85</td><td>\$9.95</td><td>\$11.85</td><td>\$9.08</td><td>\$0.00</td><td>\$74.73</td></tr><tr><td>7</td><td>80.00</td><td>\$46.77</td><td>\$9.95</td><td>\$11.85</td><td>\$9.68</td><td>\$0.00</td><td>\$78.25</td></tr><tr><td>8</td><td>90.00</td><td>\$52.61</td><td>\$9.95</td><td>\$11.85</td><td>\$10.89</td><td>\$0.00</td><td>\$85.30</td></tr></tbody></table>								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	5	70.00	\$40.92	\$9.95	\$11.85	\$8.47	\$0.00	\$71.19	6	75.00	\$43.85	\$9.95	\$11.85	\$9.08	\$0.00	\$74.73	7	80.00	\$46.77	\$9.95	\$11.85	\$9.68	\$0.00	\$78.25	8	90.00	\$52.61	\$9.95	\$11.85	\$10.89	\$0.00	\$85.30
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																								
5	70.00	\$40.92	\$9.95	\$11.85	\$8.47	\$0.00	\$71.19																																								
6	75.00	\$43.85	\$9.95	\$11.85	\$9.08	\$0.00	\$74.73																																								
7	80.00	\$46.77	\$9.95	\$11.85	\$9.68	\$0.00	\$78.25																																								
8	90.00	\$52.61	\$9.95	\$11.85	\$10.89	\$0.00	\$85.30																																								
DEMO: ADZEMAN LABORERS	6/2/2025	\$47.75	\$9.90	\$9.25	\$9.65	\$0.00	\$76.55																																								
	12/1/2025	\$49.25	\$9.90	\$9.25	\$9.65	\$0.00	\$78.05																																								
	6/1/2026	\$50.80	\$9.90	\$9.25	\$9.65	\$0.00	\$79.60																																								
	12/7/2026	\$52.30	\$9.90	\$9.25	\$9.65	\$0.00	\$81.10																																								
	6/7/2027	\$53.90	\$9.90	\$9.25	\$9.65	\$0.00	\$82.70																																								
	12/6/2027	\$55.50	\$9.90	\$9.25	\$9.65	\$0.00	\$84.30																																								
	6/5/2028	\$57.18	\$9.90	\$9.25	\$9.65	\$0.00	\$85.98																																								
	12/4/2028	\$58.85	\$9.90	\$9.25	\$9.65	\$0.00	\$87.65																																								
For apprentice rates see "Apprentice- LABORER"																																															
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS	6/2/2025	\$48.75	\$9.90	\$9.25	\$9.65	\$0.00	\$77.55																																								
	12/1/2025	\$50.25	\$9.90	\$9.25	\$9.65	\$0.00	\$79.05																																								
	6/1/2026	\$51.80	\$9.90	\$9.25	\$9.65	\$0.00	\$80.60																																								
	12/7/2026	\$53.30	\$9.90	\$9.25	\$9.65	\$0.00	\$82.10																																								
	6/7/2027	\$54.90	\$9.90	\$9.25	\$9.65	\$0.00	\$83.70																																								
	12/6/2027	\$56.50	\$9.90	\$9.25	\$9.65	\$0.00	\$85.30																																								
	6/5/2028	\$58.18	\$9.90	\$9.25	\$9.65	\$0.00	\$86.98																																								
	12/4/2028	\$59.85	\$9.90	\$9.25	\$9.65	\$0.00	\$88.65																																								
For apprentice rates see "Apprentice- LABORER"																																															
DEMO: BURNERS LABORERS	6/2/2025	\$48.50	\$9.90	\$9.25	\$9.65	\$0.00	\$77.30																																								
	12/1/2025	\$50.00	\$9.90	\$9.25	\$9.65	\$0.00	\$78.80																																								
	6/1/2026	\$51.55	\$9.90	\$9.25	\$9.65	\$0.00	\$80.35																																								
	12/7/2026	\$53.05	\$9.90	\$9.25	\$9.65	\$0.00	\$81.85																																								
	6/7/2027	\$54.65	\$9.90	\$9.25	\$9.65	\$0.00	\$83.45																																								
	12/6/2027	\$56.25	\$9.90	\$9.25	\$9.65	\$0.00	\$85.05																																								
	6/5/2028	\$57.93	\$9.90	\$9.25	\$9.65	\$0.00	\$86.73																																								
	12/4/2028	\$59.60	\$9.90	\$9.25	\$9.65	\$0.00	\$88.40																																								
For apprentice rates see "Apprentice- LABORER"																																															
DEMO: CONCRETE CUTTER/SAWYER LABORERS	6/2/2025	\$48.75	\$9.90	\$9.25	\$9.65	\$0.00	\$77.55																																								
	12/1/2025	\$50.25	\$9.90	\$9.25	\$9.65	\$0.00	\$79.05																																								
	6/1/2026	\$51.80	\$9.90	\$9.25	\$9.65	\$0.00	\$80.60																																								
	12/7/2026	\$53.30	\$9.90	\$9.25	\$9.65	\$0.00	\$82.10																																								
	6/7/2027	\$54.90	\$9.90	\$9.25	\$9.65	\$0.00	\$83.70																																								
	12/6/2027	\$56.50	\$9.90	\$9.25	\$9.65	\$0.00	\$85.30																																								
	6/5/2028	\$58.18	\$9.90	\$9.25	\$9.65	\$0.00	\$86.98																																								
	12/4/2028	\$59.85	\$9.90	\$9.25	\$9.65	\$0.00	\$88.65																																								
For apprentice rates see "Apprentice- LABORER"																																															

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR LABORERS	6/2/2025	\$48.50	\$9.90	\$9.25	\$9.65	\$0.00	\$77.30
	12/1/2025	\$50.00	\$9.90	\$9.25	\$9.65	\$0.00	\$78.80
	6/1/2026	\$51.55	\$9.90	\$9.25	\$9.65	\$0.00	\$80.35
	12/7/2026	\$53.05	\$9.90	\$9.25	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.65	\$9.90	\$9.25	\$9.65	\$0.00	\$83.45
	12/6/2027	\$56.25	\$9.90	\$9.25	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.93	\$9.90	\$9.25	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.60	\$9.90	\$9.25	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER LABORERS	6/2/2025	\$47.75	\$9.90	\$9.25	\$9.65	\$0.00	\$76.55
	12/1/2025	\$49.25	\$9.90	\$9.25	\$9.65	\$0.00	\$78.05
	6/1/2026	\$50.80	\$9.90	\$9.25	\$9.65	\$0.00	\$79.60
	12/7/2026	\$52.30	\$9.90	\$9.25	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.90	\$9.90	\$9.25	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.50	\$9.90	\$9.25	\$9.65	\$0.00	\$84.30
	6/5/2028	\$57.18	\$9.90	\$9.25	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.85	\$9.90	\$9.25	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER PILE DRIVER LOCAL 56	8/1/2024	\$78.11	\$10.08	\$11.62	\$10.04	\$0.00	\$109.85
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 PILE DRIVER LOCAL 56	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
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) PILE DRIVER LOCAL 56	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
ELECTRICIAN ELECTRICIANS LOCAL 223	9/1/2024	\$50.02	\$12.00	\$14.22	\$3.50	\$0.00	\$79.74
	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: ELECTRICIAN</b> <b>Effective Date: 9/1/2024</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$20.01	\$12.00	\$0.60	\$0.00	\$0.00	\$32.61
2	45.00	\$22.51	\$12.00	\$0.68	\$0.00	\$0.00	\$35.19
3	50.00	\$25.01	\$12.00	\$0.75	\$0.00	\$0.00	\$37.76
4	55.00	\$27.51	\$12.00	\$6.34	\$2.25	\$0.00	\$48.10
5	60.00	\$30.01	\$12.00	\$6.90	\$2.25	\$0.00	\$51.16
6	65.00	\$32.51	\$12.00	\$7.49	\$2.25	\$0.00	\$54.25
7	70.00	\$35.01	\$12.00	\$8.05	\$2.25	\$0.00	\$57.31
8	75.00	\$37.52	\$12.00	\$8.64	\$2.25	\$0.00	\$60.41
<b>Apprentice: ELECTRICIAN</b> <b>Effective Date: 9/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$20.90	\$12.25	\$0.63	\$0.00	\$0.00	\$33.78
2	45.00	\$23.51	\$12.25	\$0.71	\$0.00	\$0.00	\$36.47
3	50.00	\$26.13	\$12.25	\$0.78	\$0.00	\$0.00	\$39.16
4	55.00	\$28.74	\$12.25	\$6.61	\$2.50	\$0.00	\$50.10
5	60.00	\$31.35	\$12.25	\$7.21	\$2.50	\$0.00	\$53.31
6	65.00	\$33.96	\$12.25	\$7.82	\$2.50	\$0.00	\$56.53
7	70.00	\$36.58	\$12.25	\$8.41	\$2.50	\$0.00	\$59.74
8	75.00	\$39.19	\$12.25	\$9.02	\$2.50	\$0.00	\$62.96
ELEVATOR CONSTRUCTOR	1/1/2022	\$65.62	\$16.03	\$10.71	\$9.50	\$0.00	\$101.86
ELEVATOR CONSTRUCTORS LOCAL 4							
<b>Apprentice: ELEVATOR CONSTRUCTOR</b> <b>Effective Date: 1/1/2022</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$32.81	\$16.03	\$0.00	\$0.00	\$0.00	\$48.84
2	55.00	\$36.09	\$16.03	\$10.71	\$9.50	\$0.00	\$72.33
3	65.00	\$42.65	\$16.03	\$10.71	\$9.50	\$0.00	\$78.89
4	70.00	\$45.93	\$16.03	\$10.71	\$9.50	\$0.00	\$82.17
5	80.00	\$52.50	\$16.03	\$10.71	\$9.50	\$0.00	\$88.74
ELEVATOR CONSTRUCTOR HELPER	1/1/2022	\$45.93	\$16.03	\$10.71	\$9.50	\$0.00	\$82.17
ELEVATOR CONSTRUCTORS LOCAL 4							
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	5/1/2025	\$53.22	\$15.30	\$13.15	\$3.25	\$0.00	\$84.92
OPERATING ENGINEERS LOCAL 4	11/1/2025	\$54.51	\$15.30	\$13.15	\$3.25	\$0.00	\$86.21
	5/1/2026	\$55.95	\$15.30	\$13.15	\$3.25	\$0.00	\$87.65
	11/1/2026	\$57.24	\$15.30	\$13.15	\$3.25	\$0.00	\$88.94
	5/1/2027	\$58.67	\$15.30	\$13.15	\$3.25	\$0.00	\$90.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	5/1/2025	\$54.82	\$15.30	\$13.15	\$3.25	\$0.00	\$86.52
OPERATING ENGINEERS LOCAL 4	11/1/2025	\$56.12	\$15.30	\$13.15	\$3.25	\$0.00	\$87.82
	5/1/2026	\$57.57	\$15.30	\$13.15	\$3.25	\$0.00	\$89.27
	11/1/2026	\$58.87	\$15.30	\$13.15	\$3.25	\$0.00	\$90.57
	5/1/2027	\$60.32	\$15.30	\$13.15	\$3.25	\$0.00	\$92.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	5/1/2025	\$26.22	\$15.30	\$13.15	\$3.25	\$0.00	\$57.92
OPERATING ENGINEERS LOCAL 4	11/1/2025	\$26.98	\$15.30	\$13.15	\$3.25	\$0.00	\$58.68
	5/1/2026	\$27.83	\$15.30	\$13.15	\$3.25	\$0.00	\$59.53
	11/1/2026	\$28.59	\$15.30	\$13.15	\$3.25	\$0.00	\$60.29
	5/1/2027	\$29.44	\$15.30	\$13.15	\$3.25	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	9/1/2024	\$50.02	\$12.00	\$14.22	\$3.50	\$0.00	\$79.74
ELECTRICIANS LOCAL 223	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE	9/1/2024	\$50.02	\$12.00	\$14.22	\$3.50	\$0.00	\$79.74
/ COMMISSIONING	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
ELECTRICIANS LOCAL 223	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							
FIREMAN (ASST. ENGINEER)	6/1/2025	\$47.02	\$15.55	\$13.25	\$3.25	\$0.00	\$79.07
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$48.19	\$15.55	\$13.25	\$3.25	\$0.00	\$80.24
	6/1/2026	\$49.25	\$15.55	\$13.25	\$3.25	\$0.00	\$81.30
	12/1/2026	\$50.43	\$15.55	\$13.25	\$3.25	\$0.00	\$82.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2025	\$28.09	\$9.90	\$9.25	\$9.21	\$0.00	\$56.45
LABORERS	12/1/2025	\$28.09	\$9.90	\$9.25	\$9.21	\$0.00	\$56.45
	6/1/2026	\$29.21	\$9.90	\$9.25	\$9.21	\$0.00	\$57.57
	12/1/2026	\$29.21	\$9.90	\$9.25	\$9.21	\$0.00	\$57.57
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
FLOORCOVERER	3/1/2025	\$57.73	\$8.83	\$11.47	\$8.80	\$0.00	\$86.83
FLOORCOVERERS LOCAL 2168	9/1/2025	\$59.23	\$8.83	\$11.47	\$8.80	\$0.00	\$88.33
	3/1/2026	\$60.73	\$8.83	\$11.47	\$8.80	\$0.00	\$89.83

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	9/1/2026	\$62.23	\$8.83	\$11.47	\$8.80	\$0.00	\$91.33
	3/1/2027	\$63.73	\$8.83	\$11.47	\$8.80	\$0.00	\$92.83

**Apprentice: FLOORCOVERER****Effective Date: 3/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$25.98	\$8.83	\$0.00	\$1.76	\$0.00	\$36.57
2	45.00	\$25.98	\$8.83	\$0.00	\$1.76	\$0.00	\$36.57
3	55.00	\$31.75	\$8.83	\$0.00	\$3.52	\$0.00	\$44.10
4	55.00	\$31.75	\$8.83	\$0.00	\$3.52	\$0.00	\$44.10
5	70.00	\$40.41	\$8.83	\$11.47	\$5.28	\$0.00	\$65.99
6	70.00	\$40.41	\$8.83	\$11.47	\$5.28	\$0.00	\$65.99
7	80.00	\$46.18	\$8.83	\$11.47	\$7.04	\$0.00	\$73.52
8	80.00	\$46.18	\$8.83	\$11.47	\$7.04	\$0.00	\$73.52

**Apprentice: FLOORCOVERER****Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$26.65	\$8.83	\$0.00	\$1.76	\$0.00	\$37.24
2	45.00	\$26.65	\$8.83	\$0.00	\$1.76	\$0.00	\$37.24
3	55.00	\$32.58	\$8.83	\$0.00	\$3.52	\$0.00	\$44.93
4	55.00	\$32.58	\$8.83	\$0.00	\$3.52	\$0.00	\$44.93
5	70.00	\$41.46	\$8.83	\$11.47	\$5.28	\$0.00	\$67.04
6	70.00	\$41.46	\$8.83	\$11.47	\$5.28	\$0.00	\$67.04
7	80.00	\$47.38	\$8.83	\$11.47	\$7.04	\$0.00	\$74.72
8	80.00	\$47.38	\$8.83	\$11.47	\$7.04	\$0.00	\$74.72

FORK LIFT/CHERRY PICKER	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	6/1/2025	\$37.52	\$15.55	\$13.25	\$3.25	\$0.00	\$69.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$38.47	\$15.55	\$13.25	\$3.25	\$0.00	\$70.52
	6/1/2026	\$39.33	\$15.55	\$13.25	\$3.25	\$0.00	\$71.38
	12/1/2026	\$40.28	\$15.55	\$13.25	\$3.25	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	1/1/2025	\$47.96	\$9.95	\$11.85	\$12.10	\$0.00	\$81.86
GLAZIERS LOCAL 35							

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)</b> <b>Effective Date: 1/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.98	\$9.95	\$0.00	\$0.00	\$0.00	\$33.93
2	55.00	\$26.38	\$9.95	\$0.00	\$6.66	\$0.00	\$42.99
3	60.00	\$28.78	\$9.95	\$0.00	\$7.26	\$0.00	\$45.99
4	65.00	\$31.17	\$9.95	\$0.00	\$7.87	\$0.00	\$48.99
5	70.00	\$33.57	\$9.95	\$11.85	\$8.47	\$0.00	\$63.84
6	75.00	\$35.97	\$9.95	\$11.85	\$9.08	\$0.00	\$66.85
7	80.00	\$38.37	\$9.95	\$11.85	\$9.68	\$0.00	\$69.85
8	90.00	\$43.16	\$9.95	\$11.85	\$10.89	\$0.00	\$75.85
HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58
<b>Apprentice: HOISTING ENGINEER/CRANES/GRADALLS</b> <b>Effective Date: 6/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.08	\$0.00	\$0.00	\$0.00	\$0.00	\$32.08
2	60.00	\$35.00	\$15.55	\$13.25	\$3.25	\$0.00	\$67.05
3	65.00	\$37.91	\$15.55	\$13.25	\$3.25	\$0.00	\$69.96
4	70.00	\$40.83	\$15.55	\$13.25	\$3.25	\$0.00	\$72.88
5	75.00	\$43.75	\$15.55	\$13.25	\$3.25	\$0.00	\$75.80
6	80.00	\$46.66	\$15.55	\$13.25	\$3.25	\$0.00	\$78.71
7	85.00	\$49.58	\$15.55	\$13.25	\$3.25	\$0.00	\$81.63
8	90.00	\$52.50	\$15.55	\$13.25	\$3.25	\$0.00	\$84.55
<b>Apprentice: HOISTING ENGINEER/CRANES/GRADALLS</b> <b>Effective Date: 12/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.88	\$0.00	\$0.00	\$0.00	\$0.00	\$32.88
2	60.00	\$35.87	\$15.55	\$13.25	\$3.25	\$0.00	\$67.92
3	65.00	\$38.86	\$15.55	\$13.25	\$3.25	\$0.00	\$70.91
4	70.00	\$41.85	\$15.55	\$13.25	\$3.25	\$0.00	\$73.90
5	75.00	\$44.84	\$15.55	\$13.25	\$3.25	\$0.00	\$76.89
6	80.00	\$47.82	\$15.55	\$13.25	\$3.25	\$0.00	\$79.87
7	85.00	\$50.81	\$15.55	\$13.25	\$3.25	\$0.00	\$82.86
8	90.00	\$53.80	\$15.55	\$13.25	\$3.25	\$0.00	\$85.85
HVAC (DUCTWORK)	2/1/2025	\$59.13	\$14.91	\$18.74	\$9.53	\$2.98	\$105.29

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
SHEETMETAL WORKERS LOCAL 17	8/1/2025	\$60.98	\$14.91	\$18.74	\$9.53	\$2.98	\$107.14
	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223	9/1/2024	\$50.02	\$12.00	\$14.22	\$3.50	\$0.00	\$79.74
	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17	2/1/2025	\$59.13	\$14.91	\$18.74	\$9.53	\$2.98	\$105.29
	8/1/2025	\$60.98	\$14.91	\$18.74	\$9.53	\$2.98	\$107.14
	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER) PLUMBERS & PIPEFITTERS LOCAL 51	8/26/2024	\$52.49	\$10.80	\$16.80	\$4.60	\$0.00	\$84.69
	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC PLUMBERS & PIPEFITTERS LOCAL 51	8/26/2024	\$52.49	\$10.80	\$16.80	\$4.60	\$0.00	\$84.69
	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS LABORERS	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.11	\$0.00	\$69.35
	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.11	\$0.00	\$70.73
	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.11	\$0.00	\$72.17
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.80	\$9.90	\$9.25	\$9.11	\$0.00	\$75.06
	12/1/2027	\$48.25	\$9.90	\$9.25	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.75	\$9.90	\$9.25	\$9.11	\$0.00	\$78.01
	12/1/2028	\$51.25	\$9.90	\$9.25	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.21	\$0.00	\$69.45
	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.21	\$0.00	\$70.83
	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6	9/1/2024	\$56.92	\$14.75	\$9.52	\$10.09	\$0.00	\$91.28
	9/1/2025	\$60.34	\$14.75	\$9.52	\$10.09	\$0.00	\$94.70
	9/1/2026	\$63.76	\$14.75	\$9.52	\$10.09	\$0.00	\$98.12

**Apprentice: INSULATOR (PIPES & TANKS)****Effective Date: 9/1/2024**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$28.46	\$14.75	\$9.27	\$5.05	\$0.00	\$57.53
2	60.00	\$34.15	\$14.75	\$9.32	\$6.05	\$0.00	\$64.27
3	70.00	\$39.84	\$14.75	\$9.37	\$7.06	\$0.00	\$71.02

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: INSULATOR (PIPES &amp; TANKS)</b> <b>Effective Date: 9/1/2024</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	80.00	\$45.54	\$14.75	\$9.42	\$8.07	\$0.00	\$77.78
<b>Apprentice: INSULATOR (PIPES &amp; TANKS)</b> <b>Effective Date: 9/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$30.17	\$14.75	\$9.27	\$5.05	\$0.00	\$59.24
2	60.00	\$36.20	\$14.75	\$9.32	\$6.05	\$0.00	\$66.32
3	70.00	\$42.24	\$14.75	\$9.37	\$7.06	\$0.00	\$73.42
4	80.00	\$48.27	\$14.75	\$9.42	\$8.07	\$0.00	\$80.51
IRONWORKER/WELDER IRONWORKERS LOCAL 7	3/16/2024	\$53.97	\$8.35	\$12.70	\$14.00	\$0.00	\$89.02
<b>Apprentice: IRONWORKER/WELDER</b> <b>Effective Date: 3/16/2024</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$32.38	\$8.35	\$12.70	\$14.00	\$0.00	\$67.43
2	70.00	\$37.78	\$8.35	\$12.70	\$14.00	\$0.00	\$72.83
3	75.00	\$40.48	\$8.35	\$12.70	\$14.00	\$0.00	\$75.53
4	80.00	\$43.18	\$8.35	\$12.70	\$14.00	\$0.00	\$78.23
5	85.00	\$45.87	\$8.35	\$12.70	\$14.00	\$0.00	\$80.92
6	90.00	\$48.57	\$8.35	\$12.70	\$14.00	\$0.00	\$83.62
JACKHAMMER & PAVING BREAKER OPERATOR LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
LABORER LABORERS	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76

Apprentice: LABORER							
Effective Date: 6/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$24.20	\$9.90	\$9.25	\$9.11	\$0.00	\$52.46
2	70.00	\$28.24	\$9.90	\$9.25	\$9.11	\$0.00	\$56.50
3	80.00	\$32.27	\$9.90	\$9.25	\$9.11	\$0.00	\$60.53
4	90.00	\$36.31	\$9.90	\$9.25	\$9.11	\$0.00	\$64.57

Apprentice: LABORER							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$9.90	\$9.25	\$9.11	\$0.00	\$53.29
2	70.00	\$29.20	\$9.90	\$9.25	\$9.11	\$0.00	\$57.46
3	80.00	\$33.38	\$9.90	\$9.25	\$9.11	\$0.00	\$61.64
4	90.00	\$37.55	\$9.90	\$9.25	\$9.11	\$0.00	\$65.81

LABORER (HEAVY & HIGHWAY)	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.21	\$0.00	\$68.70
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.21	\$0.00	\$70.08
	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.21	\$0.00	\$71.52
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.21	\$0.00	\$72.96

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$24.20	\$9.90	\$9.25	\$9.21	\$0.00	\$52.56
2	70.00	\$28.24	\$9.90	\$9.25	\$9.21	\$0.00	\$56.60
3	80.00	\$32.27	\$9.90	\$9.25	\$9.21	\$0.00	\$60.63
4	90.00	\$36.31	\$9.90	\$9.25	\$9.21	\$0.00	\$64.67

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$9.90	\$9.25	\$9.21	\$0.00	\$53.39
2	70.00	\$29.20	\$9.90	\$9.25	\$9.21	\$0.00	\$57.56
3	80.00	\$33.38	\$9.90	\$9.25	\$9.21	\$0.00	\$61.74
4	90.00	\$37.55	\$9.90	\$9.25	\$9.21	\$0.00	\$65.91

LABORER: CARPENTER TENDER	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
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**Construction**

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER LABORERS	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS	6/2/2025	\$40.43	\$9.90	\$9.25	\$9.17	\$0.00	\$68.75
	12/1/2025	\$41.81	\$9.90	\$9.25	\$9.17	\$0.00	\$70.13
	6/1/2026	\$43.25	\$9.90	\$9.25	\$9.17	\$0.00	\$71.57
	12/7/2026	\$44.69	\$9.90	\$9.25	\$9.17	\$0.00	\$73.01
	6/7/2027	\$46.14	\$9.90	\$9.25	\$9.17	\$0.00	\$74.46
	12/6/2027	\$47.59	\$9.90	\$9.25	\$9.17	\$0.00	\$75.91
	6/5/2028	\$49.09	\$9.90	\$9.25	\$9.17	\$0.00	\$77.41
	12/4/2028	\$50.59	\$9.90	\$9.25	\$9.17	\$0.00	\$78.91
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER LABORERS	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER LABORERS	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76

This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21

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

MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3	2/1/2025	\$50.36	\$11.49	\$15.57	\$6.05	\$0.00	\$83.47
	8/1/2025	\$52.08	\$11.49	\$15.57	\$6.05	\$0.00	\$85.19
	2/1/2026	\$53.16	\$11.49	\$15.57	\$6.05	\$0.00	\$86.27
	8/1/2026	\$54.92	\$11.49	\$15.57	\$6.05	\$0.00	\$88.03
	2/1/2027	\$56.04	\$11.49	\$15.57	\$6.05	\$0.00	\$89.15

**Apprentice: MARBLE & TILE FINISHERS****Effective Date: 2/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.18	\$11.49	\$15.57	\$6.05	\$0.00	\$58.29
2	60.00	\$30.22	\$11.49	\$15.57	\$6.05	\$0.00	\$63.33
3	70.00	\$35.25	\$11.49	\$15.57	\$6.05	\$0.00	\$68.36
4	80.00	\$40.29	\$11.49	\$15.57	\$6.05	\$0.00	\$73.40
5	90.00	\$45.32	\$11.49	\$15.57	\$6.05	\$0.00	\$78.43



## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: MARBLE &amp; TILE FINISHERS</b> <b>Effective Date: 8/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.04	\$11.49	\$15.57	\$6.05	\$0.00	\$59.15
2	60.00	\$31.25	\$11.49	\$15.57	\$6.05	\$0.00	\$64.36
3	70.00	\$36.46	\$11.49	\$15.57	\$6.05	\$0.00	\$69.57
4	80.00	\$41.66	\$11.49	\$15.57	\$6.05	\$0.00	\$74.77
5	90.00	\$46.87	\$11.49	\$15.57	\$6.05	\$0.00	\$79.98
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MARBLE MASONS,TILELAYERS & TERRAZZO MECH	2/1/2025	\$65.82	\$11.49	\$15.57	\$7.99	\$0.00	\$100.87
BRICKLAYERS LOCAL 3	8/1/2025	\$67.97	\$11.49	\$15.57	\$7.99	\$0.00	\$103.02
	2/1/2026	\$69.32	\$11.49	\$15.57	\$7.99	\$0.00	\$104.37
	8/1/2026	\$71.52	\$11.49	\$15.57	\$7.99	\$0.00	\$106.57
	2/1/2027	\$72.92	\$11.49	\$15.57	\$7.99	\$0.00	\$107.97
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<b>Apprentice: MARBLE MASONS,TILELAYERS &amp; TERRAZZO MECH</b> <b>Effective Date: 2/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$32.91	\$11.49	\$15.57	\$7.99	\$0.00	\$67.96
2	60.00	\$39.49	\$11.49	\$15.57	\$7.99	\$0.00	\$74.54
3	70.00	\$46.07	\$11.49	\$15.57	\$7.99	\$0.00	\$81.12
4	80.00	\$52.66	\$11.49	\$15.57	\$7.99	\$0.00	\$87.71
5	90.00	\$59.24	\$11.49	\$15.57	\$7.99	\$0.00	\$94.29
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<b>Apprentice: MARBLE MASONS,TILELAYERS &amp; TERRAZZO MECH</b> <b>Effective Date: 8/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.99	\$11.49	\$15.57	\$7.99	\$0.00	\$69.04
2	60.00	\$40.78	\$11.49	\$15.57	\$7.99	\$0.00	\$75.83
3	70.00	\$47.58	\$11.49	\$15.57	\$7.99	\$0.00	\$82.63
4	80.00	\$54.38	\$11.49	\$15.57	\$7.99	\$0.00	\$89.43
5	90.00	\$61.17	\$11.49	\$15.57	\$7.99	\$0.00	\$96.22
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MECH. SWEEPER OPERATOR (ON CONST. SITES)	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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MECHANICS MAINTENANCE	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)	1/6/2025	\$45.09	\$10.08	\$11.47	\$10.00	\$0.00	\$76.64
MILLWRIGHTS LOCAL 1121	1/5/2026	\$47.42	\$10.08	\$11.47	\$10.00	\$0.00	\$78.97

**Apprentice: MILLWRIGHT (Zone 2)****Effective Date: 1/6/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$24.80	\$10.08	\$0.00	\$5.50	\$0.00	\$40.38
2	65.00	\$29.31	\$10.08	\$0.00	\$6.50	\$0.00	\$45.89
3	75.00	\$33.82	\$10.08	\$11.47	\$7.50	\$0.00	\$62.87
4	85.00	\$38.33	\$10.08	\$11.47	\$8.50	\$0.00	\$68.38

**Apprentice: MILLWRIGHT (Zone 2)****Effective Date: 1/5/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$26.08	\$10.08	\$0.00	\$5.50	\$0.00	\$41.66
2	65.00	\$30.82	\$10.08	\$0.00	\$6.50	\$0.00	\$47.40
3	75.00	\$35.57	\$10.08	\$11.47	\$7.50	\$0.00	\$64.62
4	85.00	\$40.31	\$10.08	\$11.47	\$8.50	\$0.00	\$70.36

MORTAR MIXER LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	6/1/2025	\$25.97	\$15.30	\$13.15	\$3.25	\$0.00	\$57.67
	12/1/2025	\$26.63	\$15.30	\$13.15	\$3.25	\$0.00	\$58.33
	6/1/2026	\$27.22	\$15.30	\$13.15	\$3.25	\$0.00	\$58.92
	12/1/2026	\$27.89	\$15.30	\$13.15	\$3.25	\$0.00	\$59.59

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	6/1/2025	\$31.80	\$15.30	\$13.15	\$3.25	\$0.00	\$63.50
	12/1/2025	\$32.60	\$15.30	\$13.15	\$3.25	\$0.00	\$64.30
	6/1/2026	\$33.32	\$15.30	\$13.15	\$3.25	\$0.00	\$65.02
	12/1/2026	\$34.12	\$15.30	\$13.15	\$3.25	\$0.00	\$65.82

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
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**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35	1/1/2025	\$58.46	\$9.95	\$11.85	\$12.10	\$0.00	\$92.36
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Apprentice: PAINTER (BRIDGES/TANKS)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.23	\$9.95	\$0.00	\$0.00	\$0.00	\$39.18
2	55.00	\$32.15	\$9.95	\$0.00	\$6.66	\$0.00	\$48.76
3	60.00	\$35.08	\$9.95	\$0.00	\$7.26	\$0.00	\$52.29
4	65.00	\$38.00	\$9.95	\$0.00	\$7.87	\$0.00	\$55.82
5	70.00	\$40.92	\$9.95	\$11.85	\$8.47	\$0.00	\$71.19
6	75.00	\$43.85	\$9.95	\$11.85	\$9.08	\$0.00	\$74.73
7	80.00	\$46.77	\$9.95	\$11.85	\$9.68	\$0.00	\$78.25
8	90.00	\$52.61	\$9.95	\$11.85	\$10.89	\$0.00	\$85.30

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2025	\$49.36	\$9.95	\$11.85	\$12.10	\$0.00	\$83.26
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\* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.  
PAINTERS LOCAL 35

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.68	\$9.95	\$0.00	\$0.00	\$0.00	\$34.63
2	55.00	\$27.15	\$9.95	\$0.00	\$6.66	\$0.00	\$43.76
3	60.00	\$29.62	\$9.95	\$0.00	\$7.26	\$0.00	\$46.83
4	65.00	\$32.08	\$9.95	\$0.00	\$7.87	\$0.00	\$49.90
5	70.00	\$34.55	\$9.95	\$11.85	\$8.47	\$0.00	\$64.82
6	75.00	\$37.02	\$9.95	\$11.85	\$9.08	\$0.00	\$67.90
7	80.00	\$39.49	\$9.95	\$11.85	\$9.68	\$0.00	\$70.97
8	90.00	\$44.42	\$9.95	\$11.85	\$10.89	\$0.00	\$77.11

PAINTER (SPRAY OR SANDBLAST, REPAINT) PAINTERS LOCAL 35	1/1/2025	\$47.42	\$9.95	\$11.85	\$12.10	\$0.00	\$81.32
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Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.71	\$9.95	\$0.00	\$0.00	\$0.00	\$33.66

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)</b>							
<b>Effective Date: 1/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	55.00	\$26.08	\$9.95	\$0.00	\$6.66	\$0.00	\$42.69
3	60.00	\$28.45	\$9.95	\$0.00	\$7.26	\$0.00	\$45.66
4	65.00	\$30.82	\$9.95	\$0.00	\$7.87	\$0.00	\$48.64
5	70.00	\$33.19	\$9.95	\$11.85	\$8.47	\$0.00	\$63.46
6	75.00	\$35.57	\$9.95	\$11.85	\$9.08	\$0.00	\$66.45
7	80.00	\$37.94	\$9.95	\$11.85	\$9.68	\$0.00	\$69.42
8	90.00	\$42.68	\$9.95	\$11.85	\$10.89	\$0.00	\$75.37
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PAINTER / TAPER (BRUSH, NEW) *	1/1/2025	\$47.96	\$9.95	\$11.85	\$12.10	\$0.00	\$81.86
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							

<b>Apprentice: PAINTER / TAPER (BRUSH, NEW) *</b>							
<b>Effective Date: 1/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.98	\$9.95	\$0.00	\$0.00	\$0.00	\$33.93
2	55.00	\$26.38	\$9.95	\$0.00	\$6.66	\$0.00	\$42.99
3	60.00	\$28.78	\$9.95	\$0.00	\$7.26	\$0.00	\$45.99
4	65.00	\$31.17	\$9.95	\$0.00	\$7.87	\$0.00	\$48.99
5	70.00	\$33.57	\$9.95	\$11.85	\$8.47	\$0.00	\$63.84
6	75.00	\$35.97	\$9.95	\$11.85	\$9.08	\$0.00	\$66.85
7	80.00	\$38.37	\$9.95	\$11.85	\$9.68	\$0.00	\$69.85
8	90.00	\$43.16	\$9.95	\$11.85	\$10.89	\$0.00	\$75.85

PAINTER / TAPER (BRUSH, REPAINT)	1/1/2025	\$46.02	\$9.95	\$11.85	\$12.10	\$0.00	\$79.92
PAINTERS LOCAL 35							

<b>Apprentice: PAINTER / TAPER (BRUSH, REPAINT)</b>							
<b>Effective Date: 1/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.01	\$9.95	\$0.00	\$0.00	\$0.00	\$32.96
2	55.00	\$25.31	\$9.95	\$0.00	\$6.66	\$0.00	\$41.92
3	60.00	\$27.61	\$9.95	\$0.00	\$7.26	\$0.00	\$44.82
4	65.00	\$29.91	\$9.95	\$0.00	\$7.87	\$0.00	\$47.73
5	70.00	\$32.21	\$9.95	\$11.85	\$8.47	\$0.00	\$62.48
6	75.00	\$34.52	\$9.95	\$11.85	\$9.08	\$0.00	\$65.40
7	80.00	\$36.82	\$9.95	\$11.85	\$9.68	\$0.00	\$68.30
8	90.00	\$41.42	\$9.95	\$11.85	\$10.89	\$0.00	\$74.11

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.21	\$0.00	\$68.70
	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.21	\$0.00	\$70.08
	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.21	\$0.00	\$71.52
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.21	\$0.00	\$72.96

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

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10	6/1/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$0.00	\$76.52
	12/1/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$0.00	\$78.13
	1/1/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$0.00	\$78.73
	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73
	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47
	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
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For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER PILE DRIVER LOCAL 56	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
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**Apprentice: PILE DRIVER****Effective Date: 8/1/2024**

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

PIPELAYER LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21

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

PLUMBER & PIPEFITTER PLUMBERS & PIPEFITTERS LOCAL 51	8/26/2024	\$52.49	\$10.80	\$16.80	\$4.60	\$0.00	\$84.69
	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: PLUMBER &amp; PIPEFITTER</b>							
<b>Effective Date: 8/26/2024</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$21.00	\$10.15	\$2.50	\$0.00	\$0.00	\$33.65
2	50.00	\$26.25	\$10.15	\$2.50	\$0.00	\$0.00	\$38.90
3	60.00	\$31.49	\$10.15	\$8.40	\$0.50	\$0.00	\$50.54
4	70.00	\$36.74	\$10.15	\$13.44	\$0.80	\$0.00	\$61.13
5	80.00	\$41.99	\$10.15	\$16.80	\$1.00	\$0.00	\$69.94
<b>Apprentice: PLUMBER &amp; PIPEFITTER</b>							
<b>Effective Date: 8/25/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$22.10	\$10.15	\$2.50	\$0.00	\$0.00	\$34.75
2	50.00	\$27.62	\$10.15	\$2.50	\$0.00	\$0.00	\$40.27
3	60.00	\$33.14	\$10.15	\$8.40	\$0.50	\$0.00	\$52.19
4	70.00	\$38.67	\$10.15	\$13.44	\$0.80	\$0.00	\$63.06
5	80.00	\$44.19	\$10.15	\$16.80	\$1.00	\$0.00	\$72.14
PNEUMATIC CONTROLS (TEMP.) PLUMBERS & PIPEFITTERS LOCAL 51	8/26/2024	\$52.49	\$10.80	\$16.80	\$4.60	\$0.00	\$84.69
	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR LABORERS	6/1/2025	\$41.09	\$9.90	\$9.25	\$8.29	\$0.00	\$68.53
	12/1/2025	\$42.47	\$9.90	\$9.25	\$8.29	\$0.00	\$69.91
	6/1/2026	\$43.91	\$9.90	\$9.25	\$8.29	\$0.00	\$71.35
	12/1/2026	\$45.35	\$9.90	\$9.25	\$8.29	\$0.00	\$72.79
	6/1/2027	\$46.80	\$9.90	\$9.25	\$8.29	\$0.00	\$74.24
	12/1/2027	\$48.25	\$9.90	\$9.25	\$8.29	\$0.00	\$75.69
	6/1/2028	\$49.75	\$9.90	\$9.25	\$8.29	\$0.00	\$77.19
	12/1/2028	\$51.25	\$9.90	\$9.25	\$8.29	\$0.00	\$78.69
For apprentice rates see "Apprentice- LABORER"							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWDERMAN & BLASTER LABORERS	6/1/2025	\$41.34	\$9.90	\$9.25	\$9.11	\$0.00	\$69.60
	12/1/2025	\$42.72	\$9.90	\$9.25	\$9.11	\$0.00	\$70.98
	6/1/2026	\$44.16	\$9.90	\$9.25	\$9.11	\$0.00	\$72.42
	12/1/2026	\$45.60	\$9.90	\$9.25	\$9.11	\$0.00	\$73.86
	6/1/2027	\$47.05	\$9.90	\$9.25	\$9.11	\$0.00	\$75.31
	12/1/2027	\$48.50	\$9.90	\$9.25	\$9.11	\$0.00	\$76.76

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2028	\$50.00	\$9.90	\$9.25	\$9.11	\$0.00	\$78.26
	12/1/2028	\$51.50	\$9.90	\$9.25	\$9.11	\$0.00	\$79.76
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$41.34	\$9.65	\$9.25	\$9.21	\$0.00	\$69.45
	12/1/2025	\$42.72	\$9.65	\$9.25	\$9.21	\$0.00	\$70.83
	6/1/2026	\$44.16	\$9.65	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.60	\$9.65	\$9.25	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	6/1/2025	\$37.52	\$15.55	\$13.25	\$3.25	\$0.00	\$69.57
	12/1/2025	\$38.47	\$15.55	\$13.25	\$3.25	\$0.00	\$70.52
	6/1/2026	\$39.33	\$15.55	\$13.25	\$3.25	\$0.00	\$71.38
	12/1/2026	\$40.28	\$15.55	\$13.25	\$3.25	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER TEAMSTERS 653	8/1/2023	\$25.00	\$13.91	\$6.90	\$0.00	\$0.00	\$45.81
RECLAIMERS OPERATING ENGINEERS LOCAL 4	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg)	2/1/2025	\$52.03	\$13.28	\$12.67	\$9.03	\$0.00	\$87.01
ROOFERS LOCAL 33	8/1/2025	\$53.53	\$13.28	\$12.67	\$9.03	\$0.00	\$88.51
	2/1/2026	\$54.78	\$13.28	\$12.67	\$9.03	\$0.00	\$89.76

Apprentice: ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg)							
Effective Date: 2/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.02	\$13.28	\$6.52	\$9.03	\$0.00	\$54.85
2	60.00	\$31.22	\$13.28	\$12.67	\$9.03	\$0.00	\$66.20
3	65.00	\$33.82	\$13.28	\$12.67	\$9.03	\$0.00	\$68.80
4	75.00	\$39.02	\$13.28	\$12.67	\$9.03	\$0.00	\$74.00
5	85.00	\$44.23	\$13.28	\$12.67	\$9.03	\$0.00	\$79.21

Apprentice: ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg)							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.77	\$13.28	\$6.52	\$9.03	\$0.00	\$55.60
2	60.00	\$32.12	\$13.28	\$12.67	\$9.03	\$0.00	\$67.10
3	65.00	\$34.79	\$13.28	\$12.67	\$9.03	\$0.00	\$69.77
4	75.00	\$40.15	\$13.28	\$12.67	\$9.03	\$0.00	\$75.13
5	85.00	\$45.50	\$13.28	\$12.67	\$9.03	\$0.00	\$80.48

ROOFER SLATE / TILE / PRECAST CONCRETE	2/1/2025	\$52.28	\$13.28	\$12.67	\$9.03	\$0.00	\$87.26
ROOFERS LOCAL 33	8/1/2025	\$53.78	\$13.28	\$12.67	\$9.03	\$0.00	\$88.76
	2/1/2026	\$55.03	\$13.28	\$12.67	\$9.03	\$0.00	\$90.01

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	2/1/2025	\$59.13	\$14.91	\$18.74	\$9.53	\$2.98	\$105.29
SHEETMETAL WORKERS LOCAL 17	8/1/2025	\$60.98	\$14.91	\$18.74	\$9.53	\$2.98	\$107.14
	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09

Apprentice: SHEETMETAL WORKER							
Effective Date: 2/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	42.00	\$24.83	\$14.91	\$6.13	\$0.00	\$0.00	\$45.87
2	42.00	\$24.83	\$14.91	\$6.13	\$0.00	\$0.00	\$45.87
3	47.00	\$27.79	\$14.91	\$11.01	\$1.25	\$1.62	\$56.58
4	47.00	\$27.79	\$14.91	\$11.01	\$1.25	\$1.62	\$56.58
5	52.00	\$30.75	\$14.91	\$11.74	\$1.50	\$1.74	\$60.64
6	52.00	\$30.75	\$14.91	\$11.74	\$1.75	\$1.75	\$60.90
7	60.00	\$35.48	\$14.91	\$12.90	\$2.00	\$1.93	\$67.22



## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: SHEETMETAL WORKER</b> <b>Effective Date: 2/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
8	65.00	\$38.43	\$14.91	\$13.63	\$2.25	\$2.04	\$71.26
9	75.00	\$44.35	\$14.91	\$15.09	\$2.75	\$2.28	\$79.38
10	85.00	\$50.26	\$14.91	\$16.55	\$2.75	\$2.49	\$86.96
<b>Apprentice: SHEETMETAL WORKER</b> <b>Effective Date: 8/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	42.00	\$25.61	\$14.91	\$6.13	\$0.00	\$0.00	\$46.65
2	42.00	\$25.61	\$14.91	\$6.13	\$0.00	\$0.00	\$46.65
3	47.00	\$28.66	\$14.91	\$11.01	\$1.25	\$1.62	\$57.45
4	47.00	\$28.66	\$14.91	\$11.01	\$1.25	\$1.62	\$57.45
5	52.00	\$31.71	\$14.91	\$11.74	\$1.50	\$1.74	\$61.60
6	52.00	\$31.71	\$14.91	\$11.74	\$1.75	\$1.75	\$61.86
7	60.00	\$36.59	\$14.91	\$12.90	\$2.00	\$1.93	\$68.33
8	65.00	\$39.64	\$14.91	\$13.63	\$2.25	\$2.04	\$72.47
9	75.00	\$45.74	\$14.91	\$15.09	\$2.75	\$2.28	\$80.77
10	85.00	\$51.83	\$14.91	\$16.55	\$2.75	\$2.49	\$88.53
<b>SPECIALIZED EARTH MOVING EQUIP &lt; 35 TONS</b> <b>TEAMSTERS JOINT COUNCIL NO. 10</b>							
	6/1/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$0.00	\$76.98
	12/1/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$0.00	\$78.59
	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
<b>SPECIALIZED EARTH MOVING EQUIP &gt; 35 TONS</b> <b>TEAMSTERS JOINT COUNCIL NO. 10</b>							
	6/1/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$0.00	\$77.27
	12/1/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$0.00	\$78.88
	1/1/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$0.00	\$79.48
	6/1/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$0.00	\$80.48
	12/1/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$0.00	\$82.22
	1/1/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$0.00	\$82.82
<b>SPRINKLER FITTER</b> <b>SPRINKLER FITTERS LOCAL 550</b>							
	3/1/2025	\$72.14	\$11.51	\$7.30	\$16.50	\$0.00	\$107.45

<b>Apprentice: SPRINKLER FITTER</b> <b>Effective Date: 3/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$25.25	\$11.51	\$13.07	\$0.00	\$0.00	\$49.83
2	40.00	\$28.86	\$11.51	\$13.90	\$0.00	\$0.00	\$54.27

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: SPRINKLER FITTER</b> <b>Effective Date: 3/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	45.00	\$32.46	\$11.51	\$14.73	\$0.00	\$0.00	\$58.70
4	50.00	\$36.07	\$11.51	\$15.55	\$0.00	\$0.00	\$63.13
5	55.00	\$39.68	\$11.51	\$16.37	\$0.00	\$0.00	\$67.56
6	60.00	\$43.28	\$11.51	\$17.20	\$0.00	\$0.00	\$71.99
7	65.00	\$46.89	\$11.51	\$18.03	\$0.00	\$0.00	\$76.43
8	70.00	\$50.50	\$11.51	\$18.85	\$0.00	\$0.00	\$80.86
9	75.00	\$54.11	\$11.51	\$19.67	\$0.00	\$0.00	\$85.29
10	80.00	\$57.71	\$11.51	\$20.50	\$0.00	\$0.00	\$89.72
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STEAM BOILER OPERATOR OPERATING ENGINEERS LOCAL 4	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 223	9/1/2024	\$40.69	\$11.75	\$11.53	\$3.00	\$0.00	\$66.97
	9/1/2025	\$42.52	\$12.00	\$12.05	\$3.25	\$0.00	\$69.82
	9/1/2026	\$44.41	\$12.25	\$12.59	\$3.50	\$0.00	\$72.75
	9/1/2027	\$46.51	\$12.50	\$13.18	\$3.75	\$0.00	\$75.94
<b>Apprentice: TELECOMMUNICATION TECHNICIAN</b> <b>Effective Date: 9/1/2024</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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TERRAZZO FINISHERS BRICKLAYERS LOCAL 3	2/1/2025	\$64.74	\$11.49	\$15.57	\$8.02	\$0.00	\$99.82
	8/1/2025	\$66.89	\$11.49	\$15.57	\$8.02	\$0.00	\$101.97
	2/1/2026	\$68.24	\$11.49	\$15.57	\$8.02	\$0.00	\$103.32
	8/1/2026	\$70.44	\$11.49	\$15.57	\$8.02	\$0.00	\$105.52
	2/1/2027	\$71.84	\$11.49	\$15.57	\$8.02	\$0.00	\$106.92
<b>Apprentice: TERRAZZO FINISHERS</b> <b>Effective Date: 2/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
<b>Apprentice: TERRAZZO FINISHERS</b>								
<b>Effective Date: 2/1/2025</b>								
	<b>Step</b>	<b>Percent</b>	<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
	1	50.00	\$32.37	\$11.49	\$15.57	\$8.02	\$0.00	\$67.45
	2	60.00	\$38.84	\$11.49	\$15.57	\$8.02	\$0.00	\$73.92
	3	70.00	\$45.32	\$11.49	\$15.57	\$8.02	\$0.00	\$80.40
	4	80.00	\$51.79	\$11.49	\$15.57	\$8.02	\$0.00	\$86.87
	5	90.00	\$58.27	\$11.49	\$15.57	\$8.02	\$0.00	\$93.35
<b>Apprentice: TERRAZZO FINISHERS</b>								
<b>Effective Date: 8/1/2025</b>								
	<b>Step</b>	<b>Percent</b>	<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
	1	50.00	\$33.45	\$11.49	\$15.57	\$8.02	\$0.00	\$68.53
	2	60.00	\$40.13	\$11.49	\$15.57	\$8.02	\$0.00	\$75.21
	3	70.00	\$46.82	\$11.49	\$15.57	\$8.02	\$0.00	\$81.90
	4	80.00	\$53.51	\$11.49	\$15.57	\$8.02	\$0.00	\$88.59
	5	90.00	\$60.20	\$11.49	\$15.57	\$8.02	\$0.00	\$95.28
TEST BORING DRILLER LABORERS	6/1/2025	\$51.70	\$9.90	\$9.25	\$9.80	\$0.00	\$80.65	
	12/1/2025	\$53.20	\$9.90	\$9.25	\$9.80	\$0.00	\$82.15	
	6/1/2026	\$54.75	\$9.90	\$9.25	\$9.80	\$0.00	\$83.70	
	12/1/2026	\$56.25	\$9.90	\$9.25	\$9.80	\$0.00	\$85.20	
For apprentice rates see "Apprentice- LABORER"								
TEST BORING DRILLER HELPER LABORERS	6/1/2025	\$47.82	\$9.90	\$9.25	\$9.80	\$0.00	\$76.77	
	12/1/2025	\$49.32	\$9.90	\$9.25	\$9.80	\$0.00	\$78.27	
	6/1/2026	\$50.87	\$9.90	\$9.25	\$9.80	\$0.00	\$79.82	
	12/1/2026	\$52.37	\$9.90	\$9.25	\$9.80	\$0.00	\$81.32	
For apprentice rates see "Apprentice- LABORER"								
TEST BORING LABORER LABORERS	6/1/2025	\$47.70	\$9.90	\$9.25	\$9.80	\$0.00	\$76.65	
	12/1/2025	\$49.20	\$9.90	\$9.25	\$9.80	\$0.00	\$78.15	
	6/1/2026	\$50.75	\$9.90	\$9.25	\$9.80	\$0.00	\$79.70	
	12/1/2026	\$52.25	\$9.90	\$9.25	\$9.80	\$0.00	\$81.20	
For apprentice rates see "Apprentice- LABORER"								
TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73	
	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17	
	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45	
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89	
For apprentice rates see "Apprentice- OPERATING ENGINEERS"								
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10	6/1/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$0.00	\$77.56	
	12/1/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$0.00	\$79.17	
	1/1/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$0.00	\$79.77	

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11
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TUNNEL WORK - COMPRESSED AIR LABORERS	6/1/2025	\$59.93	\$9.90	\$9.25	\$10.25	\$0.00	\$89.33
	12/1/2025	\$61.43	\$9.90	\$9.25	\$10.25	\$0.00	\$90.83
	6/1/2026	\$62.98	\$9.90	\$9.25	\$10.25	\$0.00	\$92.38
	12/1/2026	\$64.48	\$9.90	\$9.25	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
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TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS	6/1/2025	\$61.93	\$9.90	\$9.25	\$10.25	\$0.00	\$91.33
	12/1/2025	\$63.43	\$9.90	\$9.25	\$10.25	\$0.00	\$92.83
	6/1/2026	\$64.98	\$9.90	\$9.25	\$10.25	\$0.00	\$94.38
	12/1/2026	\$66.48	\$9.90	\$9.25	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
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TUNNEL WORK - FREE AIR LABORERS	6/1/2025	\$52.00	\$9.90	\$9.25	\$10.25	\$0.00	\$81.40
	12/1/2025	\$53.50	\$9.90	\$9.25	\$10.25	\$0.00	\$82.90
	6/1/2026	\$55.05	\$9.90	\$9.25	\$10.25	\$0.00	\$84.45
	12/1/2026	\$56.55	\$9.90	\$9.25	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
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TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS	6/1/2025	\$54.00	\$9.90	\$9.25	\$10.25	\$0.00	\$83.40
	12/1/2025	\$55.50	\$9.90	\$9.25	\$10.25	\$0.00	\$84.90
	6/1/2026	\$57.05	\$9.90	\$9.25	\$10.25	\$0.00	\$86.45
	12/1/2026	\$58.55	\$9.90	\$9.25	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
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VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10	6/1/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$0.00	\$76.98
	12/1/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$0.00	\$78.59
	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
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WAGON DRILL OPERATOR LABORERS	6/1/2025	\$42.00	\$9.65	\$9.00	\$8.70	\$0.00	\$69.35
	12/1/2025	\$43.38	\$9.65	\$9.00	\$8.70	\$0.00	\$70.73
	6/1/2026	\$44.82	\$9.65	\$9.00	\$8.70	\$0.00	\$72.17
	12/1/2026	\$46.26	\$9.65	\$9.00	\$8.70	\$0.00	\$73.61
	6/1/2027	\$47.71	\$9.65	\$9.00	\$8.70	\$0.00	\$75.06
	12/1/2027	\$49.16	\$9.65	\$9.00	\$8.70	\$0.00	\$76.51
	6/1/2028	\$50.66	\$9.65	\$9.00	\$8.70	\$0.00	\$78.01
	12/1/2028	\$52.16	\$9.65	\$9.00	\$8.70	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
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WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
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**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
WASTE WATER PUMP OPERATOR	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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WATER METER INSTALLER	8/26/2024	\$52.49	\$10.80	\$16.80	\$4.60	\$0.00	\$84.69
PLUMBERS & PIPEFITTERS LOCAL 51	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44

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

**Additional Apprentice Information**

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

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

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