



CITY OF EVERETT, MASSACHUSETTS

548 Broadway Hazmat Removal

CITY PROJECT NO.: EPS-26-21D

Delivery Method: M.G.L. c.149, §§ 44A-44H inclusive

OWNER:

City of Everett, Massachusetts
484 Broadway, Room 14
Everett, MA 02149

CONSULTANT:

Universal Environmental Consultants
12 Brewster Road
Framingham, MA 0702

April 29, 2026

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Noted

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Section 00300

CITY OF EVERETT, MASSACHUSETTS

548 Broadway

Asbestos Containing Material Removal

CITY PROJECT NO.: EPS-26-21D

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS:

ASBESTOS ABATEMENT CONTRACTOR SERVICES

Summary of Work: Asbestos abatement and related work. All work is to be performed in accordance with the Bid Documents as herein defined.

Estimated construction cost is \$1,100,000.00

On-Site Construction Start: Refer to Phasing Schedule.

Substantial Completion: Refer to Phasing Schedule.

Final Completion: Refer to Phasing Schedule.

The City of Everett (the "City") hereby requests bids from: Asbestos Abatement Contractors interested in bidding.

BID PROCESS

All bids for this project are subject to the applicable provisions of Massachusetts General Laws, Chapter 30, § 39M and Chapter 149, §§ 44A-44H inclusive. Attention is directed to the minimum wage rates to be paid on the work as determined by the Commissioner of Labor and Industries under the provisions of Massachusetts General Laws, Chapter 149, §§ 26-27 inclusive. The City reserves the right to waive any informalities in or to reject any and all bids if it be in the best interest of the City to do so.

These instructions provide Bidders with information intended to enable them to prepare and submit Bids for consideration and evaluation by the City. The procurement process will consist of one phase of bidding. These instructions cover all work as documented in the attached bid documents, as modified by addenda, if any (collectively, the "Bid Documents"). The work outside of the publicly bid sub-trades will be awarded to an Asbestos Abatement Contractor. After the sub-bids are opened and reviewed, the tabulation of bids of sub-bidders in each publicly bid trade will be distributed to Asbestos Abatement Contractors. Asbestos Abatement Contractors will include publicly bid sub-trades in their general bid. The City's form of Owner-Contractor Agreement and the form of subcontract is included with these Bid Documents.

Every General Bidder must be certified by the Division of Capital Asset Management (“DCAMM”) in the category of Asbestos Abatement Contractor. General Bidders must have a DCAMM Project limits of not less than \$2,000,000.00 dollar per Single Project and not less than \$5,000,000.00 per Aggregate Project Limit. General Bids will be valid only when accompanied by a valid and current Certificate of Eligibility and Contractor Update Statement summarizing the General Bidder’s record for the period between the latest DCAMM certification and the date the contractor submits its Bid. Every Sub-bidder must be certified by the DCAMM for the dollar amount of their sub-bid. Sub-bids will be valid only when accompanied by a Certificate of Eligibility and an Update Statement.

Bidders submitting bids for Asbestos Abatement Contractor Services shall submit a Bid that shall include all of the required items on the enclosed forms.

Bidders submitting bids for Subcontractor Services shall submit a Bid that shall include all of the required items on the enclosed forms, including but not limited to, a proposed lump sum price for the sub-trade's scope of work. The cost of performance and labor and materials bonds shall be set forth separately as a unit price. The selected sub-trade bids, when combined with the selected Asbestos Abatement Contractor bids, will establish the Stipulated Sum for the entire project.

Each Bid proposal must be secured by an accompanying deposit of five (5) percent of the total amount of the Bid. Deposits shall be in the form of a bid bond, certified check, treasurer’s or cashier’s check payable to the City of Everett. No cash will be accepted. Bid deposits of all General Bidders, except those of the three lowest responsible and eligible Bidders, will be returned within five (5) days, Saturdays, Sundays, and legal holidays excluded, after the opening of General Bids. The bid deposits of the three lowest responsible and eligible General Bidders shall be returned upon the execution and delivery of the General Contract or, if no award is made, then at the expiration of thirty (30) days after the opening of the bids, Saturdays, Sundays, and legal holidays excluded, unless they are forfeited by failure to sign the Contract. In case of refusal or failure to enter into the proposed contract or furnish required bonds as stated in its Bid, the Bidder shall forfeit the bid deposit and the amount shall become the property of the City as liquidated damages, provided that the amount of the bid deposit subject to forfeiture shall not, in any event, exceed the difference between the Bidder’s price and the bid price of the next lowest responsible and responsive Bidder.

A BIDDER MAY NOT, IN ITS PROPOSAL, TAKE EXCEPTION TO THE FORM OF OWNER-CONTRACTOR AGREEMENT OR OTHERWISE CONDITION ITS PROPOSAL ON CHANGES TO THE FORM OF OWNER-CONTRACTOR AGREEMENT. THE BIDDERS TO WHOM CONTRACTS ARE AWARDED WILL BE REQUIRED TO ENTER INTO THE CITY FORM OF OWNER-CONTRACTOR AGREEMENT OR THE STATUTORY FORM OF SUBCONTRACT AGREEMENT, AS APPROPRIATE, WITHIN FIVE (5) BUSINESS DAYS OF PRESENTATION OF THE CONTRACT BY THE CITY.

SCHEDULE OF BID PROCESS:

- Bid Documents available to Bidders: April 29, 2026
- Pre-Bid Conference: 10:00AM on May 6, 2026, at 548 Broadway, Everett, MA
- Question/Clarification Period closes: 10:00AM on May 11, 2026
 - For Subcontractors: Not Applicable.
 - For General Bidder: 11:00AM on May 18, 2026
- Bid Submission Deadline:
 - For Subcontractors: Not Applicable.

- For Asbestos Abatement Contractors: 11:00AM on May 18, 2026, at Everett City Hall, Purchasing Dept, Room 14, 484 Broadway, Everett, MA 02149.

BIDDER'S REPRESENTATIONS:

Each Bidder by making a proposal or Bid represents that:

1. The Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith. The Bidder has visited the site where the Work is to be performed and is familiar with the local conditions under which the Work will be performed. Failure to examine the Bid Documents and site will not relieve any Bidder from any obligation under the Bid as submitted.
2. The information contained in the Bid is true and complete.
3. The Bid has been prepared in good faith and has been duly and properly authorized for submission on behalf of the Bidder.
4. In preparation and development of the Bid, the Bidder has not, directly or indirectly, solicited or received any advice, assistance, or information concerning the Project from any representative of the City, its agents, or consultants, which was not issued in writing by the City to all Bidders.
5. The Bidder has filed with the Secretary of State all certificates and annual reports required by Chapter 156D, section 16.22 (domestic and foreign corporation), Section 15.03 (foreign corporations), Section 109 (Massachusetts business corporation), or Chapter 180, Section 26A (non-profit corporation) as applicable, of the Massachusetts General Laws.

REQUESTS FOR INTERPRETATION:

Bidders shall promptly notify the City in writing of any ambiguity, inconsistency or error, which they may discover upon examination of the Bid Documents, the site, and local conditions.

Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Designer with a copy of the City by email or by fax as follows:

Owner's Project Manager:
Eileena Long, LeftField
Leena.Long@LeftFieldpm.com

COPY:

Kiara M. Freeman, Chief Procurement Officer
Everett City Hall, Purchasing Dept.
484 Broadway, Room 14
Everett, Massachusetts, 02149
Kiara.Freeman@ci.everett.ma.us

Requests via phone will not be accepted. Any responses to written questions will be issued as an addendum to the Bidding Documents. The City will not be responsible for, and a Bidder may not rely upon or use as the basis of any claim or protest against the City or a consultant of the City, any information, explanation or interpretation of this Invitation to Bid/Instructions to Bidders rendered in any fashion except as explicitly herein provided.

It is the sole responsibility of Bidders to ascertain the existence of any and all Addenda. Only written Addenda issued as described in these Instructions to Bidders shall be effective to modify the Bid Documents.

Any Bidder that contacts directly or indirectly any member or employee of the City, or the City's consultants, in connection with the selection process or the contract contemplated herein, other than by participation in the pre-bid conference, submission of a written question or request for clarification or interpretation as prescribed in this section, may be subject to disqualification and rejection of its Bid.

PREPARATION AND SUBMISSION OF BIDS:

Bids shall be submitted on the appropriate Bid Form attached hereto.

- All entries on the Bid Form shall be made by typewriter or in ink.
- No modifications should be made to the Bid Forms.
- Sums shall be expressed in both words and figures in the space indicated on the Bid form. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- If the requirement of Performance and Payment Bonds for filed subcontractors is left blank by the General Bidder on the Form for General Bid, the Awarding Authority shall interpret this as a "yes". No increase in contract price will be allowed for providing these bonds.
- Costs for subcontractor's bond premiums shall be paid for by the Asbestos Abatement Contractor in accordance with M.G.L. c. 149, § 44F.
- Total lump sum price will be basis of award regardless of any mathematical errors by bidders.
- For subcontractors bidding multiple trades, each subtrade must be submitted on a separate bid form.

Bids shall be enclosed in a **sealed envelope** with the following plainly marked on the outside:

Bid for: **Kiara M. Freeman, Chief Procurement Officer
Everett City Hall, Purchasing Department, Room 14
Everett, MA, 02149**

548 Broadway Asbestos Containing Material Removal

CITY PROJECT NO.: EPS-26-21D

Trade Name, if applicable

Bidder's Name, Business Address, and Phone Number

Bids must be received at Everett City Hall, Purchasing Dept, 484 Broadway, Room 14, Everett, MA 02149 on or before 11:00AM on May 18, 2026, for General Bid. Timely delivery of a Bid to the location designated shall be the full and sole responsibility of Bidder.

WITHDRAWAL OF BIDS:

Any Bid may be withdrawn (retracted) prior to the time designated for receipt of bids upon written request made to the City of Everett. Withdrawal of Bids must be confirmed over the Bidder's signature by written notice post-marked or sent by facsimile or electronic mail on or before the date and time set for receipt of Bids. Withdrawn Bids may be modified and resubmitted up to the time designated for the receipt of Bids.

EVALUATION PROCESS:

The City will evaluate all Bids in accordance with the provisions of the Bid Documents and the criteria described below. The City may consider all information contained in the Bidder's DCAM Qualifications Statement and the Bid, and any other information obtained or received by the City. Any Proposal from a Bidder that is determined to be nonresponsive or unacceptable may be rejected. Bids that are deemed to be unrealistic inasmuch as the price proposed, in the judgment of the City, substantially deviates from the City's estimate of cost to complete all of the Work, or portion thereof, will be considered as not responsive to the Invitation to Bid and may be rejected at the sole discretion of the Authority.

The City will award the contract in accordance with the "CONTRACT AWARD" section below. Before award, the City may first conduct interviews with selected Bidders. The purpose of the interviews will be to clarify and assure understanding of the contents of the Bid, as well as the requirements of the Bid Documents and the contract, discuss deficiencies or uncertainties in the Bid, discuss cost and fee information, and discuss any other matters relevant to such Bid as the City may determine appropriate. No statements made or actions taken by any representative of the City during such discussions shall be binding on the City. If requested by the City, some or all of the key personnel identified in the Bidder's DCAMM Qualifications Statement or Bid will be required to participate in the discussions or to be available for an interview with City representatives.

EVALUATION CRITERIA

The criteria listed below are the criteria that will be applied to evaluate the Bids.

A. Price Proposal

Award will be to the lowest responsive and responsible Bidder with selected alternates provided that all required documents listed below are attached and satisfactory. The City may consider in its evaluation the reasonableness of the prices proposed by the Bidder.

B. Required Documents to be Submitted for Bidding

1. Bid Form.
2. Bid Deposit of 5% of the total bid amount (bid bond, certified check, or treasurer's or cashier's check payable to the City of Everett).
3. A proposed construction schedule showing all work included in the Bid. The proposed construction schedule must include key milestones including completion, commissioning, inspections, and occupancy.
4. DCAMM Update Statement and Certificate of Eligibility.
5. Asbestos Abatement Contractor or Subcontractor Bid Certifications, as appropriate.

CONTRACT AWARD:

The City will open Bids on the Bid Due Date immediately following the Bid Submission Deadline. Bids will be read publicly, and a register will be maintained of those firms submitting timely Bids.

The City will award the General Contract and Subcontract(s) to the lowest responsible and eligible bidder in each trade category within thirty (30) days after the opening of Bids. The selected Bidders will be notified in writing.

If a selected Bidder fails or refuses to execute the Owner-Contractor Agreement or Subcontractor Form of Agreement in the form included in the Bid Documents, as modified by addenda, if any, and furnish the other documents required in connection with execution of the contract, within five (5) business days after the presentation of the Owner-Contractor or Subcontractor Agreement, as applicable, by the City, the City may award the contract to another bidder.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS if it determines that such action is in the best interest of the City. Any Bid which is incomplete, conditional or obscure may be considered invalid and the City may reject such Bid. In addition, the City may reject any Bid which is not prepared and submitted in accordance with all requirements of these Bid Documents and the attached forms or which contains alterations, contingencies or additions not called for or errors or irregularities of any kind;

PROVIDED, HOWEVER, that the City reserves the right to waive any and all informalities or minor irregularities contained in the Bid. If these Bid Documents, the Bid Forms, or any other document or applicable law requires submission of certain information or other items as a part of or to accompany Bids and any Bidder neglects to furnish such information or other items with its Bid, the City may reject the Bid of such Bidder as incomplete; PROVIDED, HOWEVER, that the City reserves the right to deem any such omission as an informality for which such Bid will not be rejected, and to subsequently receive such information or other items prior to award of the contract.

As used herein, the term "lowest responsive and responsible bidder" shall mean the Bidder whose Bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work described in the Bid documents, and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work. The City may consider the reasonableness of the prices proposed for the scope of the work involved in its evaluation of the Bids.

The City reserves the right to amend these Bid Documents at any time. Any amendments to these Bid Documents shall be issued by means of addenda. All addenda so issued shall become part of these Bid Documents.

The City reserves the right to withdraw this Invitation to Bid at any time in its sole discretion before award of a contract.

The City assumes no responsibility for the costs incurred by the Bidders in the preparation of a Bid or any related activities. The Bid Documents and this ITB/Instructions to Bidders have been prepared solely to solicit Bids and are not contract offers. The only documents that may be binding on the City is the **Owner-Contractor Agreement** duly executed by the City and the selected Asbestos Abatement Contractor.

COUNCIL APPROVAL

In all cases, the award of the contract shall be subject to the approval of the Members of the Everett City Council in public meeting.

INFORMATION

The City's receipt or discussion of any information (including information contained in the proposal and any ideas or other material communicated or exhibited by the Bidder or on its behalf) shall not impose any obligation whatsoever on the City or entitle the Bidder to any compensation therefor, except to the extent specifically provided in such written agreement as may be entered into between the City and the Bidder. Any such information given to the City before, with, or after submission of the proposal, either orally or in writing, except as noted below, is not given in confidence, and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with the terms of this paragraph, whether made as part of or in connection with any information received from the Bidder or made at any other time in any fashion, shall be void and of no effect.

ATTACHMENTS

This IFB includes the following attachments:

Attachment A – Sample Bid Form - Asbestos Abatement Contractor Services

Attachment B – General Bid Certifications

CITY OF EVERETT, MASSACHUSETTS

548 Broadway

Asbestos Containing Material Removal

CITY PROJECT NO.: EPS-26-21D

ATTACHMENT A

Sample Bid Form – Asbestos Abatement Contractor Services

Section 00410

CITY OF EVERETT, MASSACHUSETTS

548 Broadway

Asbestos Containing Material Removal

CITY PROJECT NO.: EPS-26-21D

FORM FOR GENERAL BID

Firm's Name: _____

(A) The Undersigned proposes to furnish all labor and materials required for the **548 Broadway Asbestos Containing Material Removal**, in accordance with the accompanying plans and specifications prepared by -----for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

(B) This Bid includes addenda numbered _____

(C) The proposed fixed contract price is _____ dollars
(\$_____).

For Alternate No.1 - Add \$_____ ; Subtract \$_____

For Alternate No.2 - Add \$_____ ; Subtract \$_____

For Unit Price No.1 - Add \$_____ ; Subtract \$_____

For Unit Price No.2 - Add \$_____ ; Subtract \$_____

(D) The subdivision of the proposed contract price is as follows:

Item 1. The work of the Asbestos Abatement Contractor, being all work other than that covered by Item 2.

\$_____

Item 2. Sub-bids as follows: \$_____

the Commonwealth and satisfactory to the City and each in the sum of the contract price, the premiums for which are to be paid by the Asbestos Abatement Contractor and are included in the contract price.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.

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

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

The undersigned certifies that there have been no substantial changes to its financial position or business organization since its most recent DCAMM update statement.

Date: _____

Name of Contractor- General Bidder

Signature

Title & Name of Person Signing Bid

Business Address

City and State

State of Incorporation

Telephone

Facsimile

Email

Taxpayer ID#

Attach: DCAMM Certificate of Eligibility
DCAMM Update Statement
List of Completed Construction Projects Submitted most recently to DCAMM
Bid Deposit
General Bid Certifications

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CITY OF EVERETT, MASSACHUSETTS

548 Broadway

Asbestos Containing Material Removal

CITY PROJECT NO.: EPS-26-21D

ATTACHMENT B

General Bid Form Certifications

CITY OF EVERETT, MASSACHUSETTS

548 Broadway

Asbestos Containing Material Removal

CITY PROJECT NO.: EPS-26-21D

GENERAL BID CERTIFICATIONS

Certification Regarding Labor: The undersigned hereby certifies under penalties of perjury that: (i) that all employees to be employed in the work included in this Bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration; and (ii) any employee found on worksite subject to this Bid without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration shall be subject to immediate removal.

Certification Regarding Financial Position/Business Organization: The undersigned certifies under penalty of perjury that there have been no substantial changes to its financial position or business organization since its most recent DCAMM update statement.

Certification Regarding Tax Compliance: The undersigned further certifies under penalty of perjury that the said undersigned has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support pursuant to the provisions of M.G.L. c. 62C, §49A(b).

Certification of Compliance of Secretary of State Requirements: The undersigned further certifies under penalty of perjury that the Bidder has filed with the Secretary of State for the Commonwealth of Massachusetts all certificates and annual reports required by Chapter 156B, Section 109 (business corporation), by Chapter 181, Section 4 (foreign corporation), or Chapter 180, Section 26A (non-profit corporation) of the Massachusetts General Laws.

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

Certification Regarding Prevailing Wage Compliance: The undersigned further certifies under penalty of perjury that the said undersigned shall comply with the provisions of sections 26 and 27D of chapter one hundred and forty-nine of the General Laws governing the payment of prevailing wages.

[SIGNATURE ON FOLLOWING PAGE]

Date: _____

Name of Contractor- General Bidder

Signature

Title & Name of Person Signing Bid

Business Address

GENERAL REQUIREMENTS

TECHNICAL SPECIFICATIONS

CITY OF EVERETT, MASSACHUSETTS

548 Broadway

Asbestos Containing Material Removal

CITY PROJECT NO.: EPS-26-21D

CONTRACTING REQUIREMENTS

Form of Performance Bond and Payment Bond (A312-2010)

 **AIA** Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL **SURETY**
Company: *(Corporate Seal)* Company: *(Corporate Seal)*

Signature: _____ Signature: _____
Name Name
and Title: and Title:
(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER: **OWNER'S REPRESENTATIVE:**
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 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 the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction 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 the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 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 a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the 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.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

Sample

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Init.

 **AIA**® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description:
(Name and location)

BOND

Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____
Name
and Title:
(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____
Name
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, 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 Construction 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.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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 Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the 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.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

Init.

/

FEDERAL DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Name and Title of Authorized Representative

Signature

Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

2CFR200 Appendix II Contract Provisions FOR CONTRACTS UTILIZING FEDERAL FUNDING

The work to be completed pursuant to this RFP is funded in whole or in part by American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) under Federal Assistance Listing Number (ALN) 21.027. The following terms will become a part of each solicitation (Bid/RFP) package. The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the City of Everett, Company, or any other party pertaining to any matter resulting from the contract.

INDEX

1. Remedies for Breach of Contractual Agreement; Sanctions and Penalties.
2. Termination for Cause and Convenience.
3. Clean Air Act.
4. Debarment and Suspension (Executive Orders 12549 and 12689).
5. Procurement of recovered materials (2 C.F.R. § 200.323).
6. Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216).
7. Domestic preferences for procurements (2 C.F.R. § 200.322).
8. Equal Employment Opportunity Clause.
9. Davis-Bacon Act.
10. Contract Work Hours and Safety Standards.
11. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
12. Rights to inventions made under a contract or agreement.

1. REMEDIES FOR BREACH OF CONTRACTUAL AGREEMENT; SANCTIONS AND PENALTIES

APPLICABILITY: This provision shall apply in the event that the Contract or Purchase Order exceeds the Simplified Acquisition Threshold.
See 2 CFR § 200 App. II(A).

It is hereby understood and mutually agreed, by and between the Company and the City, that the date of beginning and the time for completion of the work to be done hereunder are material conditions of the Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Company agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Company and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Company shall neglect, fail or refuse to complete the work within the time herein specified, or any extension thereof granted by the City, then the Company does hereby agree, as a partial consideration for the awarding of this Contract, to pay the City the amount specified in the Contract, not as a penalty but as liquidated damages for such Breach of Contract as hereinafter set forth, for each and every calendar day the Company shall be in default after the time stipulated in the Contract for completing the work.

The said amount of liquidated damages is fixed and agreed upon by and between the Company and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would sustain in such event and said amount shall be retained from time to time by the City from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of any specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract as additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Company shall not be charged with liquidated damages or any excess cost when the City determines that the Company is without fault and the Company's reasons for the time extensions are acceptable to the City; provided further, that the Company shall not be charged with liquidated damages or an excess cost when the delay in completion of the work is due to:

- (a) Any preference, priority or allocation order duly issued by the government;
- (b) Unforeseeable cause beyond the control and without fault of negligence of the Company, including, but not restricted to, acts of God or the public enemy, acts of the City, acts of another Company in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather; or
- (c) Any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

PROVIDED FURTHER, that the Company shall within ten (10) days from the beginning of such delay, unless the City shall grant a further period of time prior to the date of final settlement of the Contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Company within a reasonable time of its decision in the matter. The amount of liquidated damages for this project shall be Five Hundred Dollars (\$500.00) per consecutive calendar day.

2. TERMINATION FOR CAUSE AND CONVENIENCE

APPLICABILITY: This provision shall apply in the event that the Contract or Purchase Order exceeds \$10,000.00. See 2 CFR 200 App. II(B).

Where the Contract exceeds \$10,000.00, the City may terminate this Contract by providing the Company with ten (10) days' written notice specifying the reasons for termination, as outlined below:

- (a) Violation of any of the provisions of this Contract by the Company or any of their subcontractors;
- (b) A determination by the City that the Company has engaged in fraud, waste, mismanagement,
- (c) misuse of funds, or criminal activity with any funds provided by this Contract; or
- (d) Failure of the Company, for any reason, to fulfill in a timely and proper manner their obligations under this Contract, including compliance with applicable Federal, State and/or local law or regulations, and such procedures or guidelines as may be established.

If the City determines that a continuation of work on the project would endanger the life, health or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the City may suspend work or terminate this agreement by providing notice to the Company in the form of a telegram, mailgram, hand-carried letter, or other appropriate written means.

In addition, notwithstanding anything to the contrary in the Contract, the City may also terminate this Contract for its conveniences, including due to the lack of sufficient funds to complete the work. In such event, the City shall provide written notice of termination to the Company, and the Company shall thereupon cease all work other than work that is required to make the work and surrounding property safe, and the City shall pay the Company for all work performed in accordance with the terms of the Contract up to the date of the Contract, provided the Company shall not be entitled to any termination (or similar) damages or other costs and expenses that may be associated with a termination for convenience.

3. CLEAN AIR ACT

APPLICABILITY: This provision shall apply in the event that the Contract or any subgrant thereunder is a sum in excess of \$150,000.00.
See 2 CFR § 200 App. II(G)

Company shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Company further acknowledges and understands that Company shall be required to report any violations of said acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

4. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

APPLICABILITY: This provision shall apply to all Contracts.

Company certifies that neither Company nor any employer or subcontractor is a party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.323)

APPLICABILITY: This provision shall all apply to all Contracts.
See 2 CFR § 200 App. II(J); 2 CFR § 200.323.

Company acknowledges and understands that, in performing the work specified under this contract, Company shall be required to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)

APPLICABILITY: This provision shall all apply to all Contracts.
See 2 CFR § 200 App. II(K); 2 CFR § 200.216.

Company certifies that it shall not procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, Company covenants not to procure, obtain, use, or use systems that incorporate: video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or Telecommunications or video surveillance services provided by such entities or using such equipment; or Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

7. DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322)

APPLICABILITY: This provision shall all apply to all Contracts.
See 2 CFR § 200 App. II(L); 2 CFR § 200.322.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

APPLICABILITY: This provision shall apply in the event that the Contract meets the definition of “federally assisted construction contract” as set forth at 41 CFR § 60–§1.3, where not otherwise provided under 41 CFR Part 60. See 2 CFR § 200 App. II(C). All contracts that meet the definition of “federally assisted construction contract” set forth at 41 CFR § 60–1.3.

During the performance of this Contract, the Company agrees as follows:

(a) The Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (c) The Company will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Company's legal duty to furnish information.
- (d) The Company will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Company's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Company will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Company will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Company's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Company may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Company will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Company will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

9. DAVIS-BACON ACT

APPLICABILITY: This provision shall apply to all prime construction contracts in excess of \$2,000.00. See 2 CFR § 200 App. II(D). **For projects in which the only Federal funds used are ARPA State and Local Fiscal Recovery Funds, the below certification only need be provided if the total project value is \$10,000,000.00 or more.**

DAVIS-BACON PREVAILING WAGE

The Company acknowledges that the decision to award this Contract is conditioned upon Company’s acceptance of the wage determination, and upon continuing compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Pursuant to the Davis-Bacon Act, Company’s must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor’s wage determinations, incorporated into this Contract. Company further acknowledges and understands that Company shall be required to pay wages not less than once a week.

DAVIS-BACON PREVAILING WAGE CERTIFICATION

Company certifies that Company and all subcontractors shall provide certified payroll affidavits verifying compliance with G.L. c.149 §§ 26–27H, the federal Davis Bacon Act, and other related acts.

In the event of any inconsistency between the Davis-Bacon Wage Rates and any prevailing wage rates published by the Commonwealth of Pennsylvania and applicable to this Contract, the higher of the two wages shall apply.

Signature of Company’s authorized official

Date: _____

Name (printed)

Title (printed)

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

APPLICABILITY: This provision shall apply in the event that the contract is awarded for a sum exceeding \$100,000.00 and involves the employment of mechanics or laborers.

Where the Contract: (1) is awarded for a sum exceeding \$100,000; and (2) will involve the employment of mechanics or laborers, the Company shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Pursuant to 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, Company shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 shall apply construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

11. BYRD ANTI-LOBBYING; COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. § 3145)

APPLICABILITY: This provision shall all apply to all Contracts. In the event that the Contract is for a sum exceeding \$100,000.00, the Company shall also certify and file the Byrd Anti-Lobbying Amendment Certification.

BYRD ANTI-LOBBYING AMENDMENT

Company certifies 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, officer or employee 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 U.S.C. § 1352.

Company further understands and acknowledges that it shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non-Federal award.

COPELAND “ANTI-KICKBACK” ACT

Company acknowledges and understands that the awarding of this contract is conditioned upon Company’s compliance with the Federal Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Company or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BYRD ANTI-LOBBYING AMENDMENT:
REQUIRED CERTIFICATION FOR AWARDS EXCEEDING \$100,000

The undersigned certifies, to the best of their knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.¹

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Companies shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidding party understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Company's authorized official

Date: _____

Name (printed)

Title (printed)

¹ Standard Form-LLL available at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

12. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

APPLICABILITY: This provision shall apply in the event that the Contract is funded by a Federal award meeting the definition of “funding agreement” under 37 CFR § 401.2(a). A “funding agreement” is “any contract, grant, or cooperative agreement entered into between any Federal agency... and any Company for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government.”

In the event that this Contract is funded by a Federal award meeting the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

ATTACHMENT

DAVIS-BACON

WAGE RATES

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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, officer or employee 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 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CITY OF EVERETT, MASSACHUSETTS



AGREEMENT BETWEEN OWNER AND CONTRACTOR

This **AGREEMENT** (the “Agreement”) is made and entered into as of the ___ day of ___, 20__ by and between the Owner and the Contractor in connection with the Project, all as defined below, pursuant to the applicable provisions of Massachusetts General Laws, Chapter 30, § 39M and Chapter 149, §§ 44A-44H.

Owner: City of Everett, Massachusetts
Everett City Hall
484 Broadway, Room 14
Everett, Massachusetts 02149

Contractor: _____

Project: _____
(City Project No. _____)

Site: _____

Architect: _____

Architect’s Representative: _____

Owner’s Project Manager (“OPM”): _____

OPM’s Representative: _____

Contractor’s Project Team: Project Executive: _____
Project Manager: _____
Project Superintendent: _____



City of Everett, Massachusetts
Agreement Between Owner and Contractor (Chapter 149)
Project Name _____
City Project No. _____

In consideration of the mutual agreements and covenants of the Owner and the Contractor (collectively, the “Parties”) set forth herein, the Parties hereby agree as follows:

ARTICLE 1

DEFINITIONS & EXHIBITS

1.1 Definitions. Capitalized terms not defined in this Agreement shall have the meanings defined elsewhere in this Agreement or in the General Conditions of the Contract for Construction or in other provisions of the Contract Documents. In the event of conflict in the definitions of capitalized terms, the definitions set forth in this Agreement shall take precedence followed by definitions in the General Conditions.

1.2 Exhibits. The following is a list of the documents which, when completed or provided, shall become exhibits to this Agreement, each of which is incorporated into this Agreement by reference and shall be deemed a part hereof:

<u>Exhibit</u>	<u>Description</u>
A	List of Specifications
B	List of Drawings
C	List of Addenda
D	Equal Employment Opportunity Requirements
E	Affirmative Action Requirements
F	Form of Project Workforce Monthly Report
G	Certificates of Insurance
H	Form of Subcontract
I	Performance and Payment Bonds
J	Insurance Requirements

1.3 Applicable Statutory Provisions. This Project is subject to certain statutory provisions. The applicable statutory provisions are enumerated in the General Conditions and in Division 00 of the Specifications and shall be deemed incorporated in the Contract Documents in their entirety to the extent such statutory provisions apply to this Project. Any other provisions required by statute to be included herein but not set forth in the Contract Documents shall be deemed to be so included. In case of a conflict between the provisions of the Contract Documents and the provisions of any applicable statute, the statutory provisions shall govern.



City of Everett, Massachusetts
Agreement Between Owner and Contractor (Chapter 149)
Project Name _____
City Project No. _____

ARTICLE 2

THE WORK

2.1 Scope of the Work. The Work of the Project includes all labor, materials, equipment, tools, supplies, supervision, coordination, administration, and all other items or services required to fully complete the Project as described in the Contract Documents or as may be reasonably inferable therefrom. The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. The Contractor shall ensure that the Work is completed at a cost no greater than the Contract Sum, as further provided in Article 4 and elsewhere in the Contract Documents.

2.2 Contract Documents. The Contract Documents consist of this Agreement and the Exhibits hereto, the General Conditions of the Contract for Construction, the Supplementary General Conditions, if any, Drawings, Specifications, Change Orders, other written amendments to this Agreement duly executed by the Owner and the Contractor, Construction Change Directives, Architect's Supplemental Instructions, Performance Bond, Labor and Material Payment Bond, and all other documents set forth or incorporated by reference herein or elsewhere in the Contract Documents. The Contract Documents are all as fully a part of this Agreement as if attached to this Agreement and repeated herein and together constitute the "Agreement" or the "Contract." The Contract represents the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations or agreements, either written or oral.

2.3 Representations. In addition to other representations set forth in the Contract Documents, the Contractor represents that it is a duly-licensed and registered business entity which is experienced and skilled in construction of projects of the type, magnitude, and complexity described in the Contract Documents and that it is familiar with the special problems, regulations, and requirements of construction of the type required hereunder. The Contractor further represents that it is fully cognizant of all aspects of the overall development of the Site as described by the Owner and of the relationship of the Project to such overall development, and that it will furnish, at a cost not to exceed the Contract Sum, a complete and fully operable Project as indicated by or reasonably inferable from the Contract Documents, capable of obtaining a full, permanent certificate of occupancy.

ARTICLE 3

CONTRACT TIME

3.1 The Contractor shall commence performance upon the issuance of a Notice to Proceed by the Owner for a portion, or all, of the Work. The period of time from the date of the initial Notice to Proceed to the Final Completion Date, together with any valid extensions thereof approved by the Owner in accordance with the Contract Documents, shall constitute the Contract Time. The Contractor shall achieve Substantial Completion of the entire Work on or before



City of Everett, Massachusetts
Agreement Between Owner and Contractor (Chapter 149)
Project Name _____
City Project No. _____

_____. Final Completion of the entire Work shall be achieved fourteen (14) calendar days after the date of Substantial Completion.

3.2 The Contractor shall proceed to carry out the Work in a timely, diligent and continuous manner in accordance with the requirements of the Project Schedule and all other Contract Documents and in accordance with the directions of the Owner so as to ensure (i) Substantial Completion of the Work, or any specified portion thereof, on or before the Substantial Completion Date, and (ii) Final Completion of the Work, or any specified portion thereof, on or before the Final Completion Date, as such dates may be extended as provided in the Contract Documents.

3.3 It is understood and agreed that the time of commencement and the dates of Substantial Completion and Final Completion of the Work are material conditions of this Agreement, and that TIME IS OF THE ESSENCE of this Agreement.

ARTICLE 4

CONTRACT SUM

4.1 Contract Sum. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract in accordance with the requirements of the Contract Documents. The Contract Sum is hereby established as _____ Dollars (\$ _____), subject to additions and deductions as provided in the Contract Documents.

4.2 Alternates. The Contract Sum is based on, and inclusive of, the following alternates:

<u>No.</u>	<u>Description</u>	<u>Price</u>
X	(Insert alternate description here)	\$

4.3 Unit Prices. Unit prices, if any, applicable to this Contract are as follows:

<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Price</u>
X	(Insert alternate description here)	per _____	\$

4.4 Pricing of Alternates and Unit Prices. The Alternate Prices and Unit Prices specified shall include all services, labor, materials, supplies, equipment, transportation, taxes, insurance, bonds, permits and all other expenses, including overhead, superintendence and profit required to complete the alternate or unit price Work. Unless otherwise specified, the Alternate Prices and Unit Prices listed in this Article 4 shall be applicable to both increases and decreases in the Contract Sum on an equal basis.



City of Everett, Massachusetts
Agreement Between Owner and Contractor (Chapter 149)
Project Name _____
City Project No. _____

4.5 Insurance. The Owner and Contractor shall purchase and maintain insurance and bonds in accordance with the requirements of the Contract Documents. The Contractor shall carry insurance coverages with limits no less than those identified on **Exhibit J**, attached hereto.

ARTICLE 5

PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment to the Contractor not later than the 30th day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 25 days after the Architect certifies the Application for Payment.

5.3.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor as required by the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner or the Architect may require. This schedule, once approved by the Owner and the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.3.2 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.3.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

(a) Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in the Contract Documents;



City of Everett, Massachusetts
Agreement Between Owner and Contractor (Chapter 149)
Project Name _____
City Project No. _____

(b) Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (5%);

(c) Subtract the aggregate of previous payments made by the Owner; and

(d) Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in the Contract Documents.

5.3.4 The progress payment amount determined in accordance with this Article 5 shall be further modified under the following circumstances:

(a) Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete or defective Work, retainage applicable to such work and unsettled claims.

5.3.5 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.3.6 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

(a) the Contractor has fully performed the Contract and satisfied all requirements of the Contract Documents, except those contractual obligations that are required to be performed after final completion of the Project; and

(b) a Final Certificate for Payment has been issued by the Architect.

5.3.7 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or any longer period allowable under Applicable Laws.

ARTICLE 6

OTHER PROVISIONS

6.1 No Personal Liability. No member, officer, director, principal, joint venturer, beneficiary, trustee, representative, consultant, volunteer participant, employee, agent or representative of the Owner or the Contractor shall be personally liable to the other party under



City of Everett, Massachusetts
Agreement Between Owner and Contractor (Chapter 149)
Project Name _____
City Project No. _____

any term or provision of this Contract for any payment obligations or otherwise, or because of any breach hereof, each party agreeing to look solely to the assets of the other party for the satisfaction of any liability hereunder.

6.2 Consequential Damages. In no event shall the Owner be liable to the Contractor except for payment for Work performed pursuant to and in accordance with the Contract Documents, nor shall the Owner ever be liable to the Contractor for indirect or consequential damages of any name or nature.

6.3 Termination or Suspension. This Agreement may be terminated or suspended as provided in Articles 16 and 17, respectively, of the General Conditions and as provided elsewhere in the Contract Documents.

6.4 Certification Relating to Tax Compliance. Pursuant to M.G.L. c. 62(c), § 49(a), the individual signing this Contract on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws.

6.5 Certification Relating to Debarment. The individual signing this Contract on behalf of the Contractor further certifies under penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently debarred from doing public construction work by any agency of the United States.

6.6 Certification Relating to Health and Safety (M.G.L. c. 30, § 39S). The individual signing this Contract on behalf of the Contractor further certifies: (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and the Contractor shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the Work subject to this Contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal in multiple counterparts, each of which shall be deemed to be an original hereof and collectively comprising a fully executed instrument, as of the date and year first above written.



City of Everett, Massachusetts
Agreement Between Owner and Contractor (Chapter 149)
Project Name
City Project No. _____

CONTRACTOR

Name
Title

Date Signed

CITY OF EVERETT:

Director Name
Managing Department

Date Signed

Chief Procurement Officer

Date Signed

Chief Financial Officer/City Auditor

Date Signed

Approved as to Form:

City Solicitor

Date Signed

Mayor

Date Signed

EXHIBIT A

LIST OF SPECIFICATIONS

EXHIBIT B

LIST OF DRAWINGS

EXHIBIT C

LIST OF ADDENDA

EXHIBIT D

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

1. Definitions. For purpose of this contract, the term “minority” refers to Asian–Americans, Blacks, Spanish Surnamed Americans, North American Indians, and Cape Verdeans. The term “Commission” refers to the Massachusetts Commission Against Discrimination.
2. Obligations. During the performance of this contract, the Contractor and each of its subcontractors, and suppliers (hereinafter collectively referred to as the “Contractor”) for themselves, their assignees, and successors in interest, agree as follows:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, handicap or sex. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The Contractor shall post hereafter in conspicuous places on the project site, available for employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

In connection with the performance of work under this contract, the Contractor, shall undertake, in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this construction project undertaken by the Owner.

As part of its obligation under the foregoing section, the Contractor shall use its best efforts to maintain on this project a not less than 15.3% ratio of minority employee person hours to total person hours, and a not less than 6.9% ratio of women employee person hours to total person hours.

3. Compliance with Requirements. To the extent applicable, the Contractor shall comply with the provisions of Executive Order No. 526, which is herein incorporated by reference and made a part of this contract.
4. Solicitations for Trade Contractors or Subcontractors, and for the Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of

materials or equipment, each potential trade contractor or subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to equal employment opportunity, non-discrimination and affirmative action.

5. Compliance-Information, Reports and Sanctions. The Contractor will provide all information and reports required by the Owner, and the Contractor will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the Owner to affect the employment of personnel. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Owner and shall set forth what efforts it has made to obtain the information. Without limiting the foregoing, the Contractor shall require all trade contractors and subcontractors to submit to the Contractor a Project Workforce Monthly Report, in the form attached to the Agreement between Owner and Contractor as **Exhibit F**. The Contractor shall submit the Project Workforce Monthly Reports to the Owner on a monthly basis, together with a summary report prepared by the Contractor, in a form satisfactory to the Owner, aggregating the information provided in the trade contractors' and subcontractors' Project Workforce Monthly Reports with the Contractor's own workforce information and showing the monthly and total Project-to-date ratios of minority and women workforce hours.

Whenever the Owner believes the Contractor or any trade contractor or subcontractor may not be operating in compliance with the terms of this Section, the Owner, or its designated agent, may conduct an appropriate investigation, and may confer with the parties, to determine if the Contractor is operating in compliance with the terms of this Section. If the Owner finds the Contractor or any trade contractor or subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify the Contractor in writing of such steps as will in the judgment of the Owner bring the Contractor into compliance.

6. Severability. The provisions of this Exhibit are severable, and if any of these provisions shall be held unconstitutional or unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

7. Equal Employment Opportunity for Persons with Disabilities. In connection with the performance of work under this contract, the Contractor, trade contractors, subcontractors and suppliers of goods and services shall not discriminate against persons with disabilities. Furthermore, the Contractor, trade contractors, subcontractors and suppliers of goods and services must give written notice of their commitments under this Exhibit to any labor union, association or brotherhood with which they have a collective bargaining contract or other agreement.

EXHIBIT E

AFFIRMATIVE ACTION REQUIREMENTS

During the performance of this contract, the Contractor and each of its subcontractors and suppliers (hereinafter collectively referred to as the "Contractor") for themselves, their assignees, and successors in interest, agree as follows.

1. Percentage Participation. On this contract, the Contractor shall use best efforts to enter into contracts and subcontracts including contracts with suppliers, distributors and manufacturers who are women/minority business enterprises. The Contractor shall use best efforts to enter into contracts worth a combined total 10.4% of the Contract Sum with W/MBE firms.

2. Definitions.

a. Women/minority business enterprise ("W/MBE") means any business organization certified by SDO as an MBE or WBE. To be certified as a W/MBE, the minority or women must demonstrate at least 51% ownership and control, according to SDO rules and regulations.

b. Joint Ventures -

- (1) A joint venture between a certified W/MBE and non-minority or non-WBE shall be certified by SDO as a W/MBE if the certified W/MBE has at least 51% control over the management and receipt of profits of the project bid upon.
- (2) A joint venture between a certified W/MBE subcontractor and a non-W/MBE subcontractor, in which the W/MBE does not exercise more than 51% control over management and profits, shall be entitled to a credit as a W/MBE for the proportion of the joint venture's contract equal to the W/MBE participation in the joint venture.
- (3) Whenever a general bid is filed by a joint venture with a certified W/MBE participant in the joint venture that does not exercise more than 51% control over management and profits, that joint venture shall be entitled to credit as a W/MBE for the portion of the joint venture's price equal to the W/MBE participation in the joint venture.
- (4) Whenever a joint venture with a certified W/MBE participant files a general bid or sub-bid, and requests a credit as a W/MBE, the bid must be accompanied by the pre-bid joint venture agreement for that project. SDO certified joint ventures should submit a copy of SDO certification.

c. Material Supplier - A vendor certified by SDO as a W/MBE engaged in sales to the construction industry from an established place of business or source of supply, which either:

- (1) Manufactures goods from raw materials or substantially alters them before resale, entitling the Contractor to W/MBE credit for the full amount of the purchase order; or
 - (2) Maintains a storage facility for materials utilized in the work, entitling the Contractor to W/MBE credit for 10% of the purchase order.
- d. Amount of Participation - The actual dollar amount which will be paid to W/MBE for work performed on this contract, in accordance with Section 2(b) and 2(c).
 - e. Contractor - Any successful general bidder to whom the Owner makes the contract award.
 - f. SDO - The Massachusetts Supplier Diversity Office.
 - g. Owner - The City of Everett, Massachusetts.
3. Determination of W/MBE Status.
- a. Any Contractor subcontractor, sub-subcontractor or material supplier may apply to SDO for W/MBE status. Applications must be made on the W/MBE application form prepared by SDO. The applicant may request a form from SDO.
 - b. SDO is responsible for preparing, publishing, and updating a list of certified Women and Minority Owned businesses. The list is published in the Central Register established by G.L. Chapter 9, Section 20A and is available from SDO. Bidders shall rely on the list that is most current at the time the work is advertised and shall use it as a reference source to assist in meeting the requirements of these conditions.

Submission of an application to SDO does not constitute certification.

EXHIBIT F

FORM OF PROJECT WORKFORCE MONTHLY REPORT

EXHIBIT G

CERTIFICATES OF INSURANCE

EXHIBIT H

FORM OF SUBCONTRACT

CITY OF EVERETT, MASSACHUSETTS

[PROJECT NUMBER]

[PROJECT NAME]

SUBCONTRACT

SUBCONTRACTOR SERVICES PURSUANT TO CHAPTER 149

THIS AGREEMENT MADE THIS ____ DAY OF _____, by and between _____, a corporation organized and existing under the laws of _____, as hereinafter called the "Contractor" and _____, a corporation organized and existing under the laws of _____, as hereinafter called the "Subcontractor".

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. _____ of the specifications for _____ (Name of Sub-Trade) and the plans referred to therein and addenda No. _____, _____, _____, and for the _____ (complete title of the project and the project number taken from the title page of the specifications) all as prepared by _____ (Name of Architect or Engineer) for the sum of _____ Dollars (\$ _____) and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates (and other items set forth in the sub-bid):

Alternate No(s). _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____.

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans; specifications (including all general conditions stated therein) and addenda No. _____, and _____, and _____, to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the City of Everett, Massachusetts hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workers' compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first above-written.

GENERAL CONTRACTOR

SUBCONTRACTOR

Signature

Signature

Title

Name,

Title

Name,

SEAL

SEAL

EXHIBIT I

PERFORMANCE AND PAYMENT BONDS

EXHIBIT J

INSURANCE REQUIREMENTS

CITY OF EVERETT, MASSACHUSETTS

City Project Number: XXX-XX-XX

PROJECT NAME

EXHIBIT J

**CITY OF EVERETT, MASSACHUSETTS
STANDARD INSURANCE LIMIT REQUIREMENTS**

The following minimum insurance limits shall apply to the Contract and be provided by the Contractor. The Contractor shall refer to the Contract Documents for all other insurance requirements relating to this Contract.

Coverage	Estimated Construction Cost	General Contractor
General Liability¹	-	\$2,000,000 per Occurrence/ \$4,000,000 Aggregate
Auto²	-	\$1,000,000 each accident
Worker's Compensation	-	Statutory
Employers Liability	-	\$1,000,000 Each Accident \$1,000,000 Disease - Each Employee \$1,000,000 Disease - Policy Limit
Excess/Umbrella	-	\$5,000,000 Per Occurrence \$5,000,000 Aggregate or Higher
Contractor's Pollution Liability	-	\$2,000,000 per occurrence and \$3,000,000 Annual Aggregate or higher.

¹ Must evidence per location aggregate or per project aggregate.

Coverage	Estimated Construction Cost	General Contractor
Contractor's General Liability	-	\$2,000,000 per occurrence and \$3,000,000 Annual Aggregate or higher.

CITY OF EVERETT, MASSACHUSETTS



**GENERAL CONDITIONS OF THE
CONTRACT FOR CONSTRUCTION**

to the

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
PURSUANT TO M.G.L. CHAPTER 149, §§ 44A-44H**

Dated as of _____, 2026

by and between

**CITY OF EVERETT, MASSACHUSETTS
AS OWNER**

and

AS CONTRACTOR

City Project: # _____



City of Everett, Massachusetts
General Conditions of the Contract for Construction (Chapter 149)
Project Name
City Project No.

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 DEFINITIONS; CONTRACT DOCUMENTS

1.1 DEFINITIONS

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof. The order of the terms defined below is alphabetical, and is not intended to indicate any priority.

1.1.1 Affiliated Entities - Any entity related to or affiliated with the Contractor or any Subcontractor or with respect to which the Contractor or any Subcontractor has direct or indirect ownership or control, including without limitation, any entity owned in whole or in part by the Contractor or any Subcontractor, as applicable; any holder of any issued and outstanding shares of, or the holder of any interest in, the Contractor or any Subcontractor, as applicable; any entity in which any officer, director, partner, shareholder, member, or manager (or member of the family of any of the foregoing persons) has a direct or indirect interest, which interest includes, but is not limited to, that of a partner, shareholder, officer, director, member, manager, or agent.

1.1.2 Agreement – The fixed-price Agreement between Owner and Contractor.

1.1.3 Applicable Laws - As defined in Subsection 1.2.1.

1.1.4 “Approve”, “approved” or “approval” means written approval by a duly authorized representative.

1.1.5 Architect - The Architect designated in the Agreement or its authorized representatives.

1.1.6 Architect’s Supplemental Instructions - A written document issued by the Architect for clarification which may order a minor change in the Work and which does not require an adjustment in the Contract Sum and/or an extension of the Contract Time. The Architect’s Supplemental Instructions shall be issued on AIA Document G710 or other form issued by or acceptable to the Owner.

1.1.7 Change Order - A written order prepared by the Architect, issued by the Owner to the Contractor and signed by the Owner, the Contractor and the Architect authorizing an addition to, deletion from or revision in the Work and any adjustment in the Contract Sum and/or Contract Time that may be required in accordance with the terms of the Contract. Change Orders shall be issued on AIA Document G701/2000 or other form issued by or acceptable to the Owner.

1.1.8 Construction Change Directive - A written order prepared by the Architect, issued by the Owner to the Contractor, and signed by the Owner and the Architect



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authorizing the Contractor to proceed with a change in the Work. Construction Change Directives shall be issued on AIA Document G714 or any other form issued by or acceptable to the Owner. A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith and shall be considered a Change Order.

1.1.9 Construction Period - The period of the Contract Time which commences upon the issuance of the initial Notice to Proceed with Construction and concludes on the Final Completion Date.

1.1.10 Contract - As defined in the Agreement.

1.1.11 Contract Documents - As defined in the Agreement.

1.1.12 Contract Sum - As defined in the Agreement, subject to amendment in accordance with the provisions of the Contract.

1.1.13 Contract Time - As defined in the Agreement, subject to amendment in accordance with the provisions of the Contract.

1.1.14 Contractor - The entity with which the Owner has executed the Agreement. Wherever the term "Contractor" appears in the Contract Documents, it means the Contractor and Subcontractors who are obligated to perform all, or a part of, the Work described by the Contract Documents.

1.1.15 Critical Path - The sequential Critical Path Activities shown on the Project Schedule from the date of commencement of the Work through Final Completion.

1.1.16 Critical Path Activity - Any activity identified on the Project Schedule which, if delayed or prolonged, would cause the Construction Period to extend beyond the Contract Time.

1.1.17 Day - As used in the Contract Documents, the term shall mean calendar day. The terms "working day" and "business day" shall mean any calendar day except Saturdays, Sundays, and legal holidays at the place where the Project is located.

1.1.18 Delay Event - As defined in Subsection 9.4.1 of these General Conditions.

1.1.19 Drawings - The graphic and pictorial depictions of the Work prepared by the Architect, wherever located and whenever issued, showing the design, location, scope and dimensions of the Work, or parts thereof, generally including plans, elevations, sections, details, schedules and diagrams and any narrative notes thereon.

1.1.20 Excusable Delay - Any act, omission, event or condition which delays performance of the Work, for which the Contractor is entitled, under applicable provisions of the Contract Documents, to an extension of the Contract Time.



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1.1.21 Final Completion - As defined in Subsection 10.8.5 of these General Conditions.

1.1.22 Final Completion Date - The date set forth in the Agreement on or prior to which Final Completion is required to be achieved.

1.1.23 Notice to Proceed (NTP) – A written communication issued by the Owner to the Contractor authorizing it to proceed with a specified portion of the Work.

1.1.24 Owner’s Project Manager (OPM) - A project manager retained by the Owner to represent it in connection with the Project. The OPM is designated in the Agreement.

1.1.25 Product Data - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and any other information furnished by the Contractor to illustrate a material, product, assembly, or system for a portion of the Work. Product data are not Contract Documents.

1.1.26 Project Schedule - As defined in Section 9.2 of these General Conditions.

1.1.27 “Provide” or “Provided” - where used in the Contract Documents, such words shall be construed to mean “furnish(ed)” and “install(ed)” and/or “connect(ed)”, unless specifically stated otherwise.

1.1.28 Request for Information (RFI) - A written and logged request issued by the Contractor, or any Subcontractor through the Contractor, to the Architect, with a copy sent to the OPM, requesting information about some aspect of the Contract Documents.

1.1.29 Samples - Physical examples that illustrate materials, products, equipment or workmanship and which, when approved in accordance with the Contract Documents, establish standards by which the Work will be inspected and judged. Samples are not Contract Documents.

1.1.30 Shop Drawings - All drawings, prints, diagrams, illustrations, brochures, schedules and other data prepared by the Contractor, a Subcontractor, or a Supplier to illustrate how specific portions of the Work shall be fabricated and/or installed. Shop Drawings are not Contract Documents.

1.1.31 “Shown” or “shown on Drawings” - Where used in the Contract Documents, such words shall be construed to mean “noted”, “indicated”, “scheduled”, “detailed”, or any other diagrammatic or written reference made in any of the Contract Documents.

1.1.32 Site - The area or areas indicated within the contract limit lines on the Drawings or otherwise defined in the Contract Documents, together with such additional areas or locations adjacent thereto in which construction operations or Work required under the Contract may be performed.



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1.1.33 Specifications - Written narrative descriptions, prepared by the Architect, of requirements for materials, equipment, systems, standards and workmanship for the Work, and requirements for the performance of construction services.

1.1.34 State University – the State University campus on which the Project is located.

1.1.35 Subcontractor - An entity having a contract with the Contractor or with any other Subcontractor, regardless of tier, for the performance of a part of the Work required under the Contract Documents, including filed sub-bids.

1.1.36 Substantial Completion - As defined in Subsection 9.1.3 of these General Conditions.

1.1.37 Substantial Completion Date - The date set forth in the Agreement on or prior to which Substantial Completion is required to be achieved.

1.1.38 Supplier - Any entity having a contract with the Contractor, any Subcontractor or other supplier regardless of tier, who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the Site.

1.1.39 Work – As defined in the Agreement.

1.2 INTERPRETATION OF CONTRACT DOCUMENTS

1.2.1 This Contract is subject to all applicable laws, regulations, codes, ordinances, rules, and orders of the United States of America, the Commonwealth of Massachusetts, and other governmental or public agencies and authorities with jurisdiction over the Project, and to all contracts and other agreements between the Owner and any such governmental or public agencies and authorities, referred to or incorporated in the Contract Documents (the “Applicable Laws”).

1.2.2 The Contractor shall inform itself of all Applicable Laws in any manner affecting the Work, or the materials used or employed in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the Work. The Contractor shall comply, and shall cause all persons and Subcontractors employed in the performance of the Work to comply, with all Applicable Laws.

1.2.3 Where any requirements contained in the Contract Documents do not conform to or are inconsistent with such Applicable Laws to which the Contract is subject or by which it is governed, such Applicable Laws shall have precedence over any matters set forth herein and the Contractor agrees to comply fully therewith. The Owner makes no representation as to and assigns no responsibility for the correctness or completeness of such statutory matters referred to or set forth in the Contract Documents.



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1.2.4 The Contractor represents that it has examined and understands all of the Contract Documents and has visited the Site, examined and familiarized itself with the local conditions under which the Work is to be performed, including any work in progress under previously awarded contracts, verified to its satisfaction the nature and quantity of the Work involved, and correlated its observations with the requirements of the Contract Documents, and, by execution of the Agreement, the Contractor acknowledges its satisfaction with the same.

1.2.5 The intent of the Contract Documents is to describe the Work that, once constructed by the Contractor, will result in a functionally complete facility. It is intended that the Contractor shall furnish all Work necessary for the proper execution and completion of the Project in accordance therewith, including all Work incidental to or reasonably inferable from the Contract Documents as being necessary to produce the intended results, unless it is specifically indicated in the Contract Documents that such work is to be performed by others, and to complete the Project in a satisfactory manner, ready for use, occupancy, and operation by the Owner. The Contractor recognizes, and agrees to perform the Work consistent with the extra degree of care and skill required in an occupied academic campus setting with respect to safety, protection of pedestrians, cleanliness of the Site, health and the protection of existing utilities, adjacent streets and property. In agreeing to the Contract Time and the Contract Sum, the Contractor has considered and included those circumstances.

1.2.6 Unless the Contract Documents specifically provide otherwise or the context clearly requires a different meaning, the terms “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” and words of like import shall imply the direction, requirement, permission, order, designation, or prescription of the OPM or the Architect, subject in each case to the final determination of the Owner; and “approved,” “acceptable,” “satisfactory,” and words of like import shall mean approved by, or acceptable or satisfactory to the OPM or the Architect, subject in each case to the final determination of the Owner; and “necessary,” “reasonable,” “proper,” “correct,” and words of like import shall mean necessary, reasonable, proper or correct in the judgment of the OPM or the Architect, subject in each case to the final determination of the Owner.

1.2.7 In case of discrepancies or conflicts among the Contract Documents or within any of the Contract Documents, the Contract Documents shall be interpreted on the basis of the following priorities:

- (a) First, written amendments, including Change Orders, to the Agreement – those of a later date shall take precedence over those of an earlier date;
- (b) Second, the Agreement Between Owner and Contractor;
- (c) Third, Supplementary General Conditions, if any;
- (d) Fourth, General Conditions;
- (e) Fifth, Specifications; and



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(f) Sixth, Drawings.

Among Drawings, large scale details shall control over small scale details, and indicated dimensions shall control over Drawings not dimensioned. In the event of a conflict or ambiguity within or between the Specifications or Drawings as to the quantity or quality of work or materials, the higher quality or greater quantity shall be furnished unless otherwise directed in writing by the Owner or the Architect.

1.2.8 Any information contained in the Specifications that has been omitted from the Drawings or vice versa shall be construed as though contained in both. In the event of any duplication, conflict, inconsistency, error, omission, or discrepancy among or within the Drawings and the Specifications (or among or within other portions of the Contract Documents so far as the same pertain to the Drawings or the Specifications), the matter shall promptly be brought to the attention of the Architect for instructions. If, having identified any duplication, conflict, inconsistency or discrepancy, the Contractor proceeds with the Work without receiving instructions from the Architect, the Contractor does so at its own risk and shall be responsible for performing any corrective Work at its own cost and without entitlement to any adjustment in the Contract Sum or the Contract Time.

1.2.9 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Contract Documents, except where a contrary result is explicitly indicated by the Contract Documents. A typical or representative detail indicated on the Drawings shall constitute the standard for workmanship and material throughout the corresponding parts of the Work. Where necessary and where reasonably inferable from the Contract Documents, the Contractor shall adapt such representative detail for application to such corresponding parts of the Work. The details of such adaptation shall be subject to prior approval by the Architect. Repetitive features shown in outline on the Drawings shall be in exact accordance with corresponding features completely shown.

1.2.10 Where laws, regulations, codes, standards, requirements or publications of public or private bodies are referred to in the Contract Documents, references shall be understood to be to the latest revision in effect on the date of execution of the Contract Documents, except where otherwise indicated. The Contractor warrants that all Work performed hereunder shall meet the requirements of all such laws, regulations, codes, standards, requirements and publications which are applicable to the Project. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.11 The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- (a) a duly-executed amendment to the Contract;



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- (b) a Change Order (pursuant to Section 13.1); or
- (c) a Construction Change Directive (pursuant to Section 13.2).

The Contract Sum and the Contract Time may only be changed by a Change Order or a written amendment. In addition, the requirements of the Contract Documents may be clarified or supplemented, and minor variations and deviations in the Work may be authorized, by the Architect's Supplemental Instructions pursuant to Section 13.6 or by the Architect's approval of Submittals pursuant to Section 3.8.

1.2.12 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade or subcontractor. A section or division of the Specifications may cover the Work of more than one Subcontractor and the Work of one Subcontractor may be covered by more than one section or division of the Specifications. The Contractor and all Subcontractors shall refer to all of the Drawings, and to all of the Sections of the Specifications, and shall perform all Work reasonably inferable therefrom as being necessary to produce the intended results. The Owner assumes no liability to the Contractor arising out of jurisdictional issues raised or claims advanced by trade organizations, Subcontractors or other interested parties based on the arrangement or manner of subdivision of the content of the Specifications and Drawings. In the event of any claim arising out of any duplication, conflict, inconsistency or discrepancy within the Contract Documents as to the allocation of the Work among and between the Subcontractors and the Contractor's own forces, the Contractor shall be solely responsible for resolving the claim and shall be responsible for ensuring that all of the Work is completed without additional cost to the Owner and without delay, regardless of where or how it is described in the Contract Documents.

1.2.13 If any term or provision of any of the Contract Documents, or the application thereof to any party or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remaining provisions of the Contract Documents, or the application of such term or provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of each of the Contract Documents shall be valid and shall be enforced to the fullest extent permitted by law.

1.2.14 The Contract Documents shall not be construed to create a contractual relationship of any kind between: (1) the Architect and the Contractor; (2) the Owner and any Subcontractor or Supplier; or (3) between any other persons or entities other than the Owner and the Contractor. The Contractor understands and agrees that the obligations of the OPM and the Architect are solely to the Owner and, by performing those obligations properly, the OPM or the Architect may increase the burdens and expenses of the Contractor, its Subcontractors, or sureties or any of them.

1.3 OWNERSHIP AND USE OF DOCUMENTS



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1.3.1 All Contract Documents and other related materials and copies thereof prepared or furnished to the Contractor are the property of the Owner, subject to the rights of the Architect as provided in the Owner-Architect Agreement. With the exception of one contract set for the Contractor, such documents shall be returned (or suitably accounted for) to the Owner, or if requested by the Owner, lawfully disposed of by the Contractor at the completion of the Work, as a condition precedent to final payment. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project shall not be construed as publication in derogation of the Architect's common law copyright or other reserved rights.

1.4 OTHER REPRESENTATIONS

1.4.1 The Contractor shall perform the Work strictly in accordance with the Contract Documents. The Contractor accepts the relationship of trust and confidence established between it and the Owner established by the Agreement and other Contract Documents. The Contractor covenants with the Owner to furnish its best skill and judgment and to cooperate with the Owner, the Owner's Project Manager, the Architect and any other consultants employed by the Owner in furthering the interests of the Owner. The Contractor agrees to furnish efficient business administration, coordination, and superintendence and to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Owner and to make every effort to achieve time savings and construction efficiencies with respect to the Work.

ARTICLE 2 ADMINISTRATION OF THE CONTRACT

2.1 OWNER'S PROJECT MANAGER

2.1.1 The OPM, if one has been retained by the Owner, and the Architect will assist the Owner in the administration of the Contract as provided in the Contract Documents. The OPM and the Architect may act directly or through their properly authorized agents, such agents acting within the scope of the particular duties entrusted to them. The Architect and the OPM will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents or as may be specified in writing by the Owner.

2.1.2 The Architect and the OPM will be representatives of the Owner during construction of the Work and until final payment is due and will advise and consult with the Owner as to the performance and progress of the Work. The Owner may communicate with the Contractor directly or through the OPM or the Architect. The Owner will endeavor to furnish to the Architect copies of any communications from the Owner to the Contractor, directly or through the OPM.

2.2 ARCHITECT'S SITE VISITS

2.2.1 The Architect will visit the Site at intervals appropriate to the stage of construction as may be required to familiarize itself generally with the progress and quality of the



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Work and to determine in general whether the Work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections. On the basis of its on-site observations as a design professional, it will keep the OPM and the Owner informed of the progress and quality of the Work.

2.2.2 Neither the Owner, the OPM, nor the Architect will have control, or charge of, or be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and nor will any of them be responsible for the acts or omissions of the Contractor, Subcontractors or any other persons or entities performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

2.2.3 All portions of the Work shall be subject to inspection and testing by the Architect and the OPM. The Architect will have authority to reject Work which does not conform to the Contract Documents. The Contractor shall, at its sole cost and expense, furnish the Architect with such information and assistance (including, without limitation, labor, tools, equipment and transportation) as is required for the Architect to make complete and detailed inspections or tests. Whenever the Architect considers it necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of portions of the Work in accordance with Article 8 hereof whether or not such Work be then fabricated, installed or completed. However, neither the Architect's authority to act hereunder, nor any decision made by the Architect in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any Subcontractor, any of their agents or employees, or any other person or entity performing any of the Work.

2.3 ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

2.3.1 The Architect will render, in writing, Architect's Supplemental Instructions and other interpretations necessary for the proper execution or progress of the Work, with reasonable promptness. Either party to the Contract may request such interpretations from the Architect by giving written notice of such request to the Architect with a copy thereof given to the other party, or the Architect may initiate such Architect's Supplemental Instructions or other interpretations upon notice to the OPM. The Architect will, as it judges necessary or desirable, issue as a part of such Architect's Supplemental Instructions additional drawings, specifications, or instructions indicating in greater detail the construction or design of the various parts of the Work reasonably inferable from the Contract Documents, and, provided such Architect's Supplemental Instructions are reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such Architect's Supplemental Instructions without increase in the Contract Sum or extension of the Contract Time. Such change shall be effected by written order issued by the Architect and delivered to the Contractor. If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect may make a recommendation to the Owner, which may authorize further investigation of such change. Upon such authorization, and based upon any information furnished by the OPM,



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the Architect shall review and advise the Owner and the OPM concerning the additional cost and time that might result from such change. With the Owner's approval, the Architect shall request the Contractor to incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

2.4 ARCHITECT'S INTERPRETATIONS

2.4.1 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in written or graphic form. In the capacity of interpreter, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

2.5 SUBMITTALS

2.5.1 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples but only for the purpose of checking for conformance with the design concept and with the information in the Contract Documents. The Architect shall communicate all such approvals or other actions to the Contractor with copy to the OPM. Review of such submittals is not conducted for the purpose of substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor. The Architect's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not constitute approval of an assembly of which the item is a component. The Architect shall not be required to review partial submittals nor submittals for which necessary correlated submissions have not been received.

2.6 REPLACEMENT ARCHITECT

2.6.1 In case of the termination of the employment of the Architect, the Owner shall appoint an architect whose status under the Contract Documents shall be that of the former architect. The Contractor shall cooperate with the replacement architect in connection with the completion of the Work. Replacement of the Architect shall not entitle the Contractor to any adjustment in the Contract Sum or the Contract Time.

ARTICLE 3 CONTRACTOR'S RESPONSIBILITIES



3.1 DUTY TO REVIEW CONTRACT DOCUMENTS AND SITE CONDITIONS

3.1.1 Before starting the Work, and continuously during the progress thereof, the Contractor shall carefully examine the Site, take field measurements, and carefully study and compare the Contract Documents with each other and with conditions at the Site, including work completed or in progress under other contracts, and with such other information, documents, plans and criteria as may be available in connection with the Project and shall immediately communicate to the Architect and the Owner, in writing, all errors, inconsistencies and omissions it discovers. If the Contractor proceeds with the Work without such notice to the Architect and the Owner, having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents and other conditions the Contractor could have discovered the same, the Contractor shall perform all necessary corrective work and bear all costs and expenses arising therefrom and shall have no claim for increases in the Contract Sum or extensions of the Contract Time for extra work made necessary thereby.

3.1.2 The Contractor shall give the Architect timely written notice of any additional Drawings, Specifications, clarifications or instructions required to define the Work in greater detail or otherwise required to permit the proper progress of the Work. The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional drawings or instructions from the Architect. If the Contractor proceeds with such Work without obtaining further drawings or instruction, the Contractor shall correct, at its own expense, Work incorrectly done.

3.1.3 Without limitation, the Contractor shall review the Contract Documents for clarity, consistency, constructability, maintainability, operability and coordination among trades, and time requirements for procurement, installation and construction, and sequence of construction, including recommendations designed to minimize adverse effects of labor or material shortages.

3.1.4 If the Contractor recognizes or discovers that any portion of the Drawings and Specifications is at variance with Applicable Laws, the Contractor shall immediately notify the Owner and the Architect in writing and shall not proceed with the such Work without specific written direction by the Owner. If the Contractor performs any Work knowing or having reason to know that said Work is contrary to Applicable Laws and without so notifying the Owner and the Architect, the Contractor shall assume full responsibility therefor and shall bear all costs of correction thereof, and any other costs including any loss, cost or damage sustained by the Owner attributable thereto

3.1.5 The Contractor shall at all times provide the Architect, its representatives and consultants, the OPM, and the Owner, and its agents, employees, representatives, other contractors, and consultants with access to the Site and the Work wherever it is in preparation and progress. The Contractor shall provide safe and proper facilities for such access and for observation, testing, and inspection of the Work.



3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall supervise, coordinate, and direct the Work competently and efficiently, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect or the OPM in their administration of the Contract, or by inspections, tests or approvals required or performed under Article 8 hereof by persons other than the Contractor.

3.2.2 The Contractor's Project Team shall consist of, as a minimum, a qualified Project Executive, Project Manager, Project Superintendent, and other necessary assistants and technical and administrative personnel. The Project Superintendent shall be licensed by the Commonwealth of Massachusetts. No change shall be made in the composition of the Project Team without the Owner's prior written approval. The removal or replacement without the Owner's consent of any of the identified members of the Contractor's Project Team shall constitute a material breach of the Contract. The Owner may require replacement of any member of the Contractor's Project Team upon notice to the Contractor with or without cause.

3.2.3 Both the Project Manager and the Project Superintendent shall have full authority to act on behalf of the Contractor. The Project Manager or Project Superintendent and necessary assistants shall be in attendance at the Site at all times during the progress of the Work until Final Completion. The Project Manager and the Project Superintendent shall represent the Contractor and notices or other communications given to the Project Manager or the Project Superintendent shall be as binding as if given to the Contractor directly.

3.2.4 During the course of construction, the Architect or the OPM shall schedule, convene and conduct Project meetings for the purpose of conducting an orderly review of the progress of the Work, as often as the Architect or the Owner deems necessary, but at least once each week, in accordance with a schedule established by the Architect. Such meetings shall be held at the Site and shall be attended by representatives of the Owner, the Contractor and the Architect. Representatives of Subcontractors shall attend such meetings as necessary when Subcontractors are performing significant work on the Project or when a Subcontractor's presence is requested by the Owner or the Architect. The Contractor's representative(s) at each meeting shall be the Project Manager and the Project Superintendent. The Architect shall take minutes of each meeting in form, substance, and detail acceptable to the Owner.

3.2.5 The Contractor shall furnish sufficient forces, plant, and equipment as may be necessary to insure the progress of the Work in accordance with the Project Schedule (as defined below). If the Contractor falls behind the Project Schedule, the Contractor shall promptly submit a proposal demonstrating the manner in which the rate of progress may be increased and shall take such steps as may be necessary to meet the Project Schedule at no additional cost to the



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Owner. It shall be the responsibility of the Contractor to maintain its schedule so as not to delay the progress of the Work or the scheduled work of other contractors.

3.2.6 The Contractor shall be solely responsible for properly laying out the Work, and for all lines, elevations and measurements for all of the Work. It shall verify the figures shown on the Drawings before laying out the Work and will be responsible for any errors or inaccuracies resulting from its failure to do so.

3.2.7 Where the Contract Documents refer to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the Contractor shall be such as to produce at least the quality of Work implied by the operations described, but the actual determination of whether or not the described operations may be safely and suitably employed on the Work shall be the responsibility of the Contractor, who shall notify the OPM and the Architect in writing of the actual means, methods, techniques, sequences or procedures which will be employed on the Work, if these differ from those mentioned in the Contract Documents. All loss, damage or liability, or cost of correcting defective work arising from the employment of any construction means, methods, techniques, sequences or procedures shall be borne by the Contractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated, or implied by the Contract Documents, unless the Contractor has given timely notice to the OPM and the Architect in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and the Contractor has then been instructed in writing to proceed at the Owner's risk.

3.2.8 If any portion of the Work is suspended by the Contractor for any reason at any time, prior notice shall be given to the OPM of such suspension and of the resumption of such Work.

3.2.9 If the Contractor observes or determines that any Work previously performed under the Contract or any work performed by the Owner or by a separate contractor is not in accordance with the Contract Documents or is otherwise unsatisfactory, the Contractor shall promptly notify the OPM and the Architect in writing describing the situation in full detail.

3.3 LABOR AND MATERIALS

3.3.1 The Contractor shall provide competent, suitably qualified personnel to perform all Work as required by the Contract Documents. Unless otherwise specified in the Contract Documents, the Contractor shall furnish at its expense and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other utilities, services, facilities and incidentals necessary for the proper furnishing, performance, testing and completion of the Work.

3.3.2 All materials and equipment shall be of first quality and new and of recent manufacture, except as otherwise expressly provided in the Contract Documents. If



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required by the Architect, or the OPM, the Contractor shall furnish written information or other satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment, and stating the original sources of supply of materials and products manufactured or produced at locations other than the Site of the Work. In order to permit time for required inspections, testing and approvals, such information shall be furnished at least thirty days (or as otherwise directed by the Architect or the OPM) in advance of the incorporation of any such materials or products in the Work. The Contractor shall make no claim for extra cost or extension of the Contract Time arising directly or indirectly out of its failure to timely select materials or products to permit a reasonable time for completion of inspections, testing or approvals, or because of the Contractor's purchase of materials or products in advance of approval.

3.3.3 Reference in the Contract Documents to any product, material, equipment, method or process by proprietary name, manufacturer, vendor, supplier, make or catalog number shall be interpreted as establishing a standard of quality.

3.3.4 Except in the case of minor changes in the Work authorized by the Architect in accordance with the provisions of the Contract Documents, the Contractor may make substitutions only in conformance with the provisions of Section 00.73.73 of the Specifications (M.G.L. c. 30, § 39M(b)).

3.3.5 The Contractor's attention is directed to M.G.L. c. 30, § 39I which provides criminal penalties for unauthorized deviations from the Drawings and Specifications: "Contractor shall perform all Work required by the Contract in conformity with the plans and specifications contained therein or made a part thereof. No willful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the Owner or by the Architect who is duly authorized by the Owner to approve such deviations. In order to avoid delays in the prosecution of the Work required by the Contract such deviation from the plans or specifications may be authorized by a written order of the Owner or Architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the Owner 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 Owner and the Contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the Owner. 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 willfully 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."

3.3.6 The Owner will consider formal written requests made through the Architect for the substitution of products in place of those specified only under the conditions set



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forth in the Contract Documents, unless otherwise expressly agreed by Owner in its sole discretion. By making requests for substitutions, the Contractor:

- (a) represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified, and expressly warrants that such proposed substitute product will perform adequately the functions and achieve the results called for by the Contract Documents;
- (b) represents that it will provide the same warranties and guarantees for the substitute product that it would for that specified;
- (c) certifies that the cost data presented is complete and includes all related costs under the Contract but excluding costs under other contracts (but separately identifying such costs, if any, of other contracts), and excluding the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent;
- (d) certifies that the proposed substitution will not result in any increase in the Contract Sum and represents and agrees that any cost savings will be passed through to the Owner in the form of a credit against the Contract Sum; and
- (e) will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Notwithstanding approval or acceptance of such substitution by the Owner, any additional cost, or any loss or damage to the Owner arising from the substitution of any material or any method for those originally specified, shall be borne by the Contractor, including, without limitation, the costs of modifying Contract Documents and additional fees of the Architect, the Owner's consultants or engineers, unless such substitution was made at the written request or order of the Owner.

3.3.7 The Contractor shall at all times enforce strict discipline and good order among and between its employees and the employees of its Subcontractors and shall not employ or permit to be employed on the Work any person who is not properly skilled in the work to be performed by it or who is otherwise unfit. Whenever the Owner shall notify the Contractor in writing that any person employed on the Work is, in the opinion of the Owner or the Architect, incompetent, disorderly or otherwise unsatisfactory, such person shall be discharged immediately and shall not again be employed on the Work except with the prior written consent of the Owner.

3.3.8 The Contractor shall furnish labor that can and will work in harmony with all other elements of labor employed or to be employed on the Project. The costs of maintaining labor harmony, including without limitation, the cost of security, public safety measures and necessary traffic management shall be paid by the Contractor and the Contractor shall have no claim for any costs of maintaining labor harmony.



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3.3.9 Any employee found on site subject to M.G.L. c. 30, § 39S without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal and the Contractor shall immediately remove any such employee.

3.3.10 The Contractor will not be entitled to additional compensation for Work performed outside of regular working hours, except as otherwise expressly authorized in writing by the Owner prior to the performance of such overtime or premium shift work. Additional compensation for such authorized overtime or premium shift work shall be limited to the direct cost of the premium portion of such authorized overtime. The Contractor shall comply with M.G.L. c. 149, §§ 30, 34 and 34A which provide that no laborer, workman, mechanic, foreman or inspector working within the Commonwealth in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the Work shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of extraordinary emergency.

3.3.11 All materials and equipment shall be delivered, handled, stored, installed and protected to prevent damage in accordance with the best current practice in the industry, in accordance with the manufacturers' specifications and recommendations, and in accordance with Contract Document requirements. The Contractor shall deliver materials and equipment in ample time to facilitate inspection and testing prior to installation. The term "delivery" in reference to any item specified or indicated, means the unloading and storing with proper protection at the Site. Damaged materials or equipment may be rejected and the Contractor shall provide conforming materials or equipment at no additional cost.

3.3.12 The Contractor shall be responsible for determining that all materials furnished for the Work meet all the requirements of the Contract Documents. The OPM or the Architect may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of studies by qualified experts, or other evidence which, in the opinion of the Architect, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents.

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

3.3.14 The layout of mechanical and electrical systems, equipment, fixtures, piping, duct work, conduit, specialty items, and accessories indicated on the Contract Documents is diagrammatic, and all variations in alignment, elevations, and detail required to avoid interferences and satisfy architectural, engineering and structural limitations are not necessarily shown. Prior to the commencement of the portion of the Work relating to the mechanical, electrical, plumbing, fire protection or any similar systems, the Contractor shall furnish the Owner with a coordination drawing, illustrating all systems, equipment, fixtures, conduit, pipes, valves



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and all related installations in CADD format. Actual layout of such Work shall be carried out without affecting the architectural, engineering and structural integrity and limitations of the Work and shall be performed in such sequence and manner as to avoid conflicts, provide clear access to all control points, including valves, strainers, control devices, and specialty items of every nature related to such systems and equipment, obtain maximum headroom, provide adequate clearances as required for operation and maintenance, and provide an orderly appearance when exposed. Exact locations of fixtures and outlets shall be obtained from the Architect as provided in the Contract Documents before the Work is roughed in. Work incorrectly installed without such information from the Architect shall be relocated at the Contractor's expense.

3.4 PHASES OF THE WORK—CONSTRUCTION PHASE

3.4.1 The construction phase shall commence upon the issuance by the Owner of a written notice to proceed with the Work.

3.4.2 The Contractor shall be responsible for ensuring that adequate quality control programs are developed, implemented and enforced by the Contractor's staff and all Subcontractors, including assigning an experienced quality manager, who may be the Project Superintendent employed by the Contractor, who shall be stationed at the Project Site and who shall be responsible for reviewing and coordinating the quality control activities of all Subcontractors and monitoring the implementation and enforcement thereof in connection with all aspects of the Work.

3.4.3 The Contractor shall be responsible for overall management, supervision, and coordination of all Subcontracts and of labor relations in connection with the Project to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work and in accordance with the requirements of the Contract Documents. The Contractor shall identify and resolve jurisdictional issues and disputes prior to bidding and award of the applicable Subcontracts, so as to cause no delay in the Work.

3.4.3.1 In consultation with the OPM and the Architect, the Contractor shall develop and implement procedures for orderly completion of Punch-List items, check out of utilities, operational systems and equipment and initial start-up and testing. The Contractor shall prepare and deliver to the Architect warranties, as-built drawings, maintenance manuals and the like, and generally administer closeout of the Work. In connection with the closeout of the Work, the Contractor shall take steps to ensure the performance of all warranty and guarantee obligations, resolution of all claims and other post construction requirements and will assist in building commissioning in accordance with the terms of the Contract Documents.

3.5 PERMITS AND FEES; COMPLIANCE WITH LAW



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3.5.1 The Contractor, at its cost, shall secure and pay for all demolition permits, construction or building permits, utility inspection and connection fees, certificates of occupancy and all other permits and approvals and governmental fees or charges (including, without limitation, microfilming charges), licenses, inspections and certificates of inspection necessary for the proper execution, completion and use and occupancy of the Work, including, without limiting the generality of the foregoing, permits for temporary occupancy or obstruction of or projection into, over or under public streets and sidewalks and other public ways, curb-cut permits, and notifications to and permits or approvals from the Massachusetts Department of Environmental Protection or others necessary in connection with the performance of the Work (the “Permits and Approvals”). The Contractor shall promptly deliver to the OPM and the Architect copies of all such Permits and Approvals (and supporting applications), licenses and certificates, and satisfactory evidence that disposal of all waste material in connection with the Project is done in full compliance with Applicable Laws.

3.5.2 The Contractor shall arrange for and provide at its expense all local policemen required to be present at or adjacent to the Site for traffic control purposes.

3.5.3 The Contractor shall give all notices required by and shall otherwise comply with all Applicable Laws bearing on the performance of the Work including, without limitation, applicable provisions of the Massachusetts State Building Code, applicable environmental laws and ordinances and regulations concerning noise pollution and dust control.

3.5.4 The Contractor shall obtain at its expense and deliver to the Owner, as the case may be, an unconditional permanent and full Certificate of Occupancy. Receipt of such Certificate by the Owner, as applicable, shall be a condition precedent to Final Completion of the Work, unless such Certificate is not issued solely for reasons as to which the Contractor has no responsibility or over which it has no control, in which case the Contractor shall continue to use its best efforts to obtain said Certificate as expeditiously as possible and at no additional cost to the Owner.

3.6 UTILITIES

3.6.1 The Contractor shall be solely responsible for verifying the precise locations of utilities on the Site or serving the Project. The Drawings and Specifications endeavor to indicate all pipes, conduits, lines or other structures or equipment of public and private utility companies (“Utility Equipment”) at and adjacent to the Site of which the Owner is aware. However, the Owner makes no representation or warranty that the utility equipment shown on the Drawings or referred to in the Specifications is the only utility equipment that may be encountered. Prior to commencing the Work, the Contractor shall visit the Site and to the extent possible shall confirm the existence and location of all utility equipment and shall, during the course of the Work, make diligent and continuous efforts to confirm the locations of all utility equipment at and adjacent to the Site. The Contractor shall promptly notify the Owner and Architect in writing, prior to commencing affected portions of the Work, of any Utility Equipment that it discovers and that has not been identified on the Drawings. If and as directed by the Owner, the Contractor shall make necessary arrangements with utility companies for the protection, alteration and relocation



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of utility equipment necessary in connection with performance of the Work, and shall notify all municipal departments and utility companies concerned of the time and location of any work which may affect them. To the extent not covered by insurance, the Contractor shall be responsible for all costs and all claims, damages and liabilities arising directly or indirectly from any damage to Utility Equipment or any intentional or unintentional interruption of service occurring in connection with the performance of the Work and caused by the Contractor or any Subcontractor or other operations of the Contractor.

3.6.2 The Contractor shall perform the Work so as not to interfere with utility companies or municipal departments that may enter on the Site to make changes in Utility Equipment or to place new utility equipment. Except as otherwise set forth in Section 9.4 hereof, the Contractor shall have no claim for or on account of any delay which may be due to or result from such work of utility companies or municipal departments.

3.7 DOCUMENTS AND SAMPLES AT THE SITE

3.7.1 The Contractor shall maintain at the Site in a safe and secure place one record copy of: (i) all Contract Documents and other Project-related documents marked currently to record all changes made during construction; (ii) approved Shop Drawings, Product Data and Samples; (iii) copies of all building, electrical, plumbing, public safety and other codes and regulations applicable to the Work; (iv) certified payroll reports; and (v) all permits, licenses, approvals, inspection reports and certificates obtained as required by Section 3.5. These shall be available to the Architect, the OPM, and the Owner for reference and shall be delivered to the OPM upon completion of the Work. The Contractor shall keep all such documents in good order and shall maintain current logs of all Project-related documents, which logs shall be in form and detail satisfactory to the Owner and the Architect.

3.7.2 The Contractor shall keep a separate and complete set of black-line prints of the Drawings and Specifications on which shall be noted neatly, accurately, completely, and promptly, as the Work progresses: (a) the progress of the Work installed by coloring in all pipe lines, ducts and apparatus as constructed or installed; and (b) all changes, deviations, revisions to the plumbing, electrical, HVAC and all other Work, wherever such Work was installed other than as shown on the Contract Documents. The Contractor shall be responsible for assuring that the progress of the Work and all changes, deviations, and revisions are delineated by the Subcontractors responsible for performing the specific Work. Failure to maintain such as-built Drawings and Specifications may result in withholding of payments to the Contractor. The Owner, the OPM, the Architect, and their respective agents, representatives, and other consultants, shall have access to all Project documents maintained by the Contractor at all times. The Contractor shall cooperate with and assist the Architect in connection with the Architect's periodic reviews of the as-built Drawings and other Project documents prepared and maintained by the Contractor.

3.7.3 Upon Substantial Completion of the Work, the Architect shall make a final review of the as-built Drawings prepared by the Contractor and if any omissions, incorrect information, or inconsistencies are found, the Drawings shall be revised by the Contractor until acceptable to the Architect. When the final as-built Drawings are complete to the satisfaction of



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the Architect, the Contractor shall furnish to the Architect a complete set of as-built Drawings with each sheet being clearly marked "AS-BUILT DRAWING" and containing the date of the print and the Contractor's certification that the as-built Drawing accurately and completely depicts the Work as constructed. The Contractor shall deliver the as-built Drawings to the Architect in hand-marked and electronic form in the Architect's and the Owner's CADD format, containing a full set of CADD as-built Drawings for the Work.

3.7.4 Upon Substantial Completion of the Work, the Contractor shall prepare and deliver to the Architect four (4) copies of a full and complete operating and maintenance manual for the Project. In accordance with the Specifications, the manual shall contain full information for each item of mechanical, electrical or other operating equipment, copies of warranties therefore, schematic diagrams of control systems, circuit directories for each electric and communications panel board, and charts showing the tagging of all valves. The Contractor shall obtain and include in the manual reduced scale photocopies of the relevant, revised as-built Drawings referred to in Subsection 3.7.3. Each volume of the manual shall contain all information required by the Specifications and these General Conditions, shall be clearly indexed, and shall include a directory of all Subcontractors and maintenance contractors, indicating the area of responsibility of each, and the name, telephone number, and other pertinent contact information for the responsible member of each organization. Such manuals shall be delivered to the Owner prior to, and as a condition precedent to, final payment.

3.7.5 The Contractor shall arrange for instruction in the operation and maintenance of the fire protection, plumbing, heating, ventilating and air conditioning, electrical and mechanical (including, without limitation, elevators) systems for State University employees. It is the intent of this Subsection 3.7.5 to require the Contractor and the applicable Subcontractors to furnish as much detailed instruction as is required by the Contract Documents to educate State University facilities personnel in the proper use of the facilities equipment. Specifically, instruction and supervision for State University employees and representatives shall be provided during two seasonal conversions of the HVAC systems beyond the building start-up. This instruction shall be provided by the manufacturer's representative for each item of equipment at no additional cost to the Owner. In some cases, this may require several visits to the Project by those responsible for the instruction. The Contractor shall, with written consent of all instructors, videotape all such training sessions, and a copy of each videotape shall be delivered to the Owner, prior to, and as a condition precedent to, final payment.

3.8 SUBMITTALS

3.8.1 The Contractor shall prepare or review, approve and submit to the Architect, with a copy of the transmittal to the OPM, for review, sufficiently in advance and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate Contractor, all Shop Drawings, Product Data and Samples or other submittals required by the Contract Documents, all in accordance with the requirements set forth in the Specifications. Neither the Owner nor the Architect shall be responsible for Work performed in shop or field prior to approval of any applicable Shop Drawings, Product Data or Samples.



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3.8.1.1 Within thirty (30) days of receiving a Notice to Proceed with construction from the Owner, the Contractor shall submit to the Architect and the OPM a detailed submittal schedule detailing the submittal and review process for all shop drawings, product data, samples, and other submittals. The submittal schedule shall incorporate appropriate time periods for the Architect's review of Shop Drawings and all other submittals required by the Contract Documents. The submittal schedule shall be coordinated with the Project Schedule and shall be in form, substance, and detail acceptable to the Owner and the Architect.

3.8.2 By preparing, approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor thereby represents that it has determined and verified all materials, design required in the implementation of the Work, dimensions, quantities, field measurements, details, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples or similar submittals and compliance with all the requirements of the Contract Documents. The accuracy and completeness of all such information is the responsibility of the Contractor. Approval by the Contractor shall be clearly indicated on each submittal, in ink or by stamp, and signed or initialed and dated by the Contractor. Submittals that have not been reviewed and approved by the Contractor in accordance with the requirements stated in this Section 3.8 and the Specifications shall be returned to the Contractor with no action taken by the Architect. Such submissions shall be re-submitted to the Architect with the Contractor's review and approval provided as required. Language contained in the Contractor's approval of submittals shall not be interpreted to limit in any respect or otherwise affect the Contractor's responsibilities and liabilities hereunder.

3.8.3 The Architect shall review the Contractor's submittals in accordance with Section 2.5. If corrections are required, a full set of copies of duplicate parts or corrected submittals shall be submitted to the Architect for approval, and this procedure shall be followed until final approval of the submittal has been given by the Architect. All portions of the Work shall be performed strictly in accordance with the approved submittals.

3.8.4 If Shop Drawings submitted by the Contractor indicate a deviation from the Contract Documents, the Contractor shall specifically inform the Architect and the OPM, in writing, of such deviation at the time of submission. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or Samples or other submittals, unless the Contractor has specifically informed the Architect and the OPM in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval thereof. The Architect's approval of a specific item shall not constitute approval of an assembly of which the item is a component.

3.8.5 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or other submittals to revisions other than those requested by the Architect on previous submittals. Unless such written notice has been



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given, the Architect's approval of a revised submittal shall not constitute approval of any changes not requested by the Architect on the prior submittal.

3.8.6 No acceptance or approval of any Shop Drawing, Product Data or Sample, nor any indication or request marked by the Architect on any Shop Drawing shall constitute an authorization for any increase in the Contract Sum.

3.9 SITE ACCESS

3.9.1 The right of possession of the Site and the improvements made thereon by the Contractor shall remain at all times with the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confine its apparatus and equipment, storage of materials, and all operations at the Site to areas permitted by law, ordinances, permits, the Contract Documents, and the directions of the OPM, and shall not unreasonably encumber the Site with any materials or equipment.

3.9.2 The Contractor shall not use, occupy or obstruct, nor permit any Subcontractor or any other person performing the Work to use, occupy or obstruct, any lands or areas outside of the legal limits of the Site, unless written permission in form and substance satisfactory to the Owner has been obtained by the Contractor at the Contractor's sole cost.

3.9.3 The Contractor may, subject to the Owner's prior written consent, install a construction sign as provided in the Specifications, but shall not permit the posting of any other sign, trademark, advertisement, or other identification symbol in or about the Site. The Owner shall have the right, without notice to the Contractor, to remove any sign, trademark, advertisement or other identification symbol installed in violation of this Subsection 3.9.3 at the Contractor's expense. The construction sign installed by the Contractor shall also identify the Subcontractors or, alternatively, the Contractor shall provide a single location, approved by the Owner in writing, for Subcontractor signage.

3.9.4 Any damage to the premises or equipment of the Owner caused by the Contractor or any Subcontractor shall be corrected by the Contractor as directed by the Owner and at the expense of the Contractor, subject to the Contractor's right to coverage under the Owner's builders risk insurance obtained with respect to the Project, but such right shall pertain only to the extent of proceeds actually received by the Owner, the Contractor being responsible for any deductible and for any of the Owner's losses not covered.



3.10 CUTTING AND PATCHING

3.10.1 The Contractor shall be responsible for all cutting and patching, as approved by the Architect, necessary for the completion of the Work in accordance with the Contract Documents.

3.10.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by excavation, cutting, patching or otherwise altering any Work. The Contractor shall not unreasonably withhold from the Owner or any other contractor its consent to excavating, cutting, patching, or otherwise altering the Work.

3.11 WEATHER PROTECTION

3.11.1 The Contractor shall provide and coordinate temporary enclosures and heat, as may be more particularly set forth in the Contract Documents, to permit the entire Work to be carried on during the months of November through March in compliance with M.G.L. c. 149, § 44F. These specifications are not to be construed as requiring enclosures or heat for operations that are economically infeasible in the judgment of the Architect. Included in this category, without limitation, are such items as site work, excavation, steel erection, erection of certain exterior wall panels, roofing, and similar operations.

3.12 WASTE DISPOSAL AND CLEANING

3.12.1 All wastes, including any special or hazardous wastes, construction waste, demolition waste, and general rubbish, generated as a part of the Work, shall be properly classified by the Contractor and transported and disposed in accordance with all local, state, and federal laws and regulations that pertain to such materials. The Contractor shall retain the services of a qualified and properly licensed waste transporter. The Contractor shall make all arrangements and give and obtain all notices, communications, documentation, permits, certificates, and approvals necessary for disposal from the owner or officials in charge of such landfills, disposal or recycling facilities. The Contractor shall bear all fees and costs in connection with such classification, removal, transportation, and disposal. The Contractor shall not permit any storage of debris or waste of any name or nature on the premises.

3.12.2 Chemical waste shall be stored in corrosion resistant containers, removed from the premises, and disposed of in accordance with all applicable laws and any Contract Documents requirements. Disposal of chemical waste shall be performed in accordance with requirements of the U.S. Environmental Protection Agency (EPA) and the Massachusetts Department of Environmental Protection (DEP). The Contractor shall immediately notify the Owner, the Architect, and the appropriate governmental agency of any hazardous materials release large enough to require reporting under applicable laws and regulations. The Contractor shall be responsible for immediately cleaning up, in accordance with applicable law, any oil or hazardous materials releases resulting from its operations on the Project. Any costs incurred by the Contractor in cleaning up any such releases and any damages incurred by the Owner arising from such release shall be borne by the Contractor.



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3.12.3 The Project and the Site shall be maintained in a neat and orderly condition and kept free from accumulation of waste materials and rubbish during the entire Construction Period. All crates, cartons and other flammable waste materials or trash shall be removed from the work areas at the end of each working day. If the Project and Site are not maintained properly, after 24 hours prior written notice to the Contractor, the Owner may have any accumulations of waste materials or trash removed and charge the cost to the Contractor. Elevator shafts, electrical closets, pipe and duct shafts, chases, furred spaces and similar spaces which are generally unfinished, shall be cleaned and left free from rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt and dust.

3.12.4 At the completion of the Work, the Contractor shall remove all its tools, construction equipment, machinery and surplus materials, and shall leave the Site in a neat and clean condition satisfactory to the Owner. Immediately prior to the Architect's inspection for Substantial Completion of the entire Work, or any portion thereof, the Contractor shall, when directed to do so by the Owner, completely clean any and all portions of the Project to be inspected. Without limitation, concrete and ceramic surfaces shall be cleaned and washed; resilient coverings shall be cleaned, waxed and buffed; woodwork shall be dusted and cleaned; sash, fixtures, and equipment shall be thoroughly cleaned; stains, spots, dust, marks and smears shall be removed from all surfaces; hardware and all metal surfaces shall be cleaned and polished and glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken and scratched surfaces shall be replaced by the Contractor at the Contractor's sole expense.

3.12.5 If the Owner elects to take occupancy of specific areas or portions of the Work prior to the completion and acceptance of the entire Work as provided in Article 15 hereof, the Contractor shall carry out final cleaning operations as herein specified in such specific areas or portions of the Work prior to occupancy thereof, as directed by the Owner. The Contractor shall remove or, when appropriate, relocate, all surplus materials, equipment, supplies, construction plant, and facilities as required in order to permit the occupancy and utilization of such specific areas or portions of the Work.

3.13 PROJECT COMMUNICATIONS

3.13.1 Copies of all communications from the Contractor to the Architect or the OPM shall be provided simultaneously to the other and, if required by the Contract Documents, also to the Owner.

3.13.2 The Contractor shall forward to the Architect any communications which the Contractor transmits to the Owner relating to any matter within the purview of the Architect pursuant to the provisions of the Contract Documents.

3.14 ROYALTIES AND INTELLECTUAL PROPERTY

3.14.1 The Contractor shall pay all royalties and license fees, shall defend all suits or claims for alleged infringement of any intellectual property rights, and shall indemnify and save the Owner, the OPM, the Architect, and the State University harmless from loss on account



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thereof, except that the Contractor shall not be responsible for such loss when a particular design, process, or the product of a particular manufacturer or manufacturers is specified, unless the Contractor has reason to believe that the design, process, or product specified is an infringement of intellectual property rights, in which event the Contractor shall be responsible for such loss unless it promptly gives such information to the Owner.

3.15 FINANCIAL CONDITION

3.15.1 The Contractor warrants and represents that its financial condition is sound and that the Contractor is capable of performing the Work and obtaining any bonds now or hereafter required pursuant to the Contract Documents. Upon request by the Owner, the Contractor shall make available to the Owner, within fourteen (14) days, such audited and unaudited financial statements of the Contractor as the Owner may reasonably request or as may be required by Applicable Law. The Contractor shall promptly advise the Owner of any occurrence, event, fact, or other matter that has had, will have, or might reasonably be predicted to have a material adverse effect upon the financial condition of the Contractor.

3.16 PREVAILING WAGE; RECORDKEEPING

3.16.1 The Contractor shall comply with the Massachusetts Prevailing Wage Law, M.G.L. c. 149, § 26-27H. The Prevailing Wage Law requires that a true and accurate record be kept of all persons employed on the a project for which the prevailing wage rates have been provided. The Contractor and all Subcontractors shall keep these records and preserve them for a period of three years from the date of completion of the Contract. Such records shall be open to inspection by any authorized representative of the Owner at any reasonable time, and as often as may be necessary. The Contractor shall, and shall cause its Subcontractors to, submit weekly copies of their weekly payroll records to the Owner. In addition, the Contractor and each Subcontractor shall furnish to the Executive Department of Labor within fifteen days after completion of its portion of the Work a signed statement in the form required by the Owner.

3.16.2 The Contractor shall comply with, and shall cause its Subcontractors to comply with M.G.L. c. 149, § 148 which requires the weekly or biweekly payment of employees within six days of the end of the pay period during which wages were earned if employed for five or six days of a calendar week, and within other periods of time under certain circumstances as set forth therein.

3.17 EEO/AA AND M/WBE REQUIREMENTS

3.17.1 The Contractor shall comply at all times in all respects with all government laws, regulations and ordinances affecting or regulating employment of persons in connection with the Work, and with the equal employment opportunity and affirmative action requirements set forth in **Exhibit D** and **Exhibit E** to the Agreement.

3.17.2 The Contractor shall submit a construction employment plan to the Owner pursuant to which the Contractor will specify its plan for meeting and monitoring the



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Owner's employment requirements. The plan shall comply with the provisions set forth in **Exhibit D** and **Exhibit E**. The Contractor shall provide the Owner with such reports concerning its compliance with the construction employment plan as the Owner shall require.

3.18 LINES AND GRADES; SURVEY

3.18.1 The Contractor agrees that the Work shall be erected within the building lines and contract limit lines established in the Contract Documents and other information made available to the Contractor.

3.18.2 The Contractor shall engage a land surveyor registered in the Commonwealth of Massachusetts to establish, and the Contractor shall be responsible for the accuracy of, base lines for the Work.

3.18.3 The Contractor shall establish and plainly mark such points, lines and grades as are necessary to assure that location, orientation and elevations established for each structure or element of the Work are in accordance with the lines and elevations shown on the Drawings.

3.18.4 After the perimeter foundation walls are in place, the Contractor shall verify that lines and grades meet the requirements of the Drawings and Specifications. Such verification shall be provided by a registered land surveyor or professional engineer who shall record actual as-built lines and grades on the as-built Drawings.

3.18.5 During the progress of the Work the registered land surveyor or professional engineer shall record actual as-built lines and grades on the as-built Drawings. The Contractor shall, from time to time, furnish to the Owner surveys certified by a registered land surveyor, in such form as may be required by the Owner, of the location of all improvements and utilities on the Site.

ARTICLE 4 OWNER

4.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

4.1.1 If available, the Owner shall furnish to the Contractor surveys describing the physical characteristics, legal limitations for the Site, and a legal description of the Site.

4.1.2 The Owner may furnish the Contractor with certain reports, plans, studies, tests, information and other documentation relating to utilities and subsurface and other conditions affecting or relating to the performance of the Work (the "Site Conditions Documents"). The Contractor represents that it has thoroughly studied and is familiar with the Site Conditions Documents which it has received. In the case of Site Condition Documents to be supplied by the Owner after execution of the Agreement, the Contractor shall study and become familiar with such documents. The Contractor shall advise the Owner in writing of any errors, omissions, inconsistencies discovered by the Contractor in its review of the Site Condition Documents. The



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Contractor represents further that it has examined the Site and local conditions and as they are developed will carefully study and compare the Contract Documents with each other and with conditions at the Site, and with the Site Conditions Documents. Unless otherwise specifically stated, the Owner does not assume any responsibility for the accuracy or completeness of the Site Condition Documents. Such information and data is furnished to the Contractor for its informational value, but the Owner does not hold out such information or data to the Contractor as being complete nor as an accurate or approximate indication of surface, subsurface or other conditions. No claim for extra cost or any extension of the Contract Time resulting from reliance by the Contractor on the Site Conditions Documents shall be allowed except as expressly provided in the Contract Documents.

4.1.3 Information or services required of the Owner under the Contract Documents and requested in writing by the Contractor shall be furnished by the Owner, if available, with reasonable promptness so as to endeavor to avoid delay in the orderly progress of the Work.

4.1.4 The Contractor will be furnished, free of charge, four (4) copies of the Contract Documents.

4.1.5 The Owner may, but shall not be required to, forward instructions to the Contractor through the OPM. If communicated directly to the Contractor by the Owner, the Owner will endeavor to provide copies of such communications to the OPM and the Architect.

4.2 CONFIDENTIAL INFORMATION

4.2.1 The Contractor shall not disclose, at any time during or after the Work, either directly or indirectly, any confidential records, knowledge or information which the Contractor may acquire about the Project or the Owner, except as may be required by law or by order of a court of competent jurisdiction. The Contractor shall treat all information relating to the Project and all information supplied to the Contractor by the Owner, the OPM, or the Architect as confidential and proprietary information of the Owner and shall not permit its release to third parties or make any public use of such information without the Owner's prior express written authorization. The Contractor shall require all Subcontractors to comply with this provision.

4.3 TAX EXEMPTION

4.3.1 The Owner, as an authority of the Commonwealth of Massachusetts, is exempt from certain taxes. The Owner's taxpayer exemption number is 042-379-317. The Contractor hereby acknowledges that the Contract Sum has been established based upon the understanding that the Owner is exempt from certain taxes. It is therefore required that the Contractor and Subcontractors purchasing building materials and supplies to be used in construction of the Project (including rental charges for construction vehicles, equipment and machinery rented specifically for use on the site of the Project or while being used exclusively for the transportation of materials for the Project) ("Construction Materials") apprise vendors of the tax-exempt status of the Owner, so that certain taxes will not be imposed upon the purchase of



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Construction Materials. At the time of purchase of Construction Materials, the purchaser shall provide the vendor with copies of certificates or other documentation necessary to permit the sale of such Construction Materials to be exempt from sales, use and other applicable taxes imposed by any state or federal taxing authority. If such taxes are paid on any Construction Material used in the construction of the Project, the Contractor shall be responsible for reimbursing the Owner, whether the purchases were made by the Contractor, a Subcontractor or Supplier, the full amount of such taxes and the Owner shall have the right to recover any such amounts not promptly reimbursed by reducing any payment due the Contractor under the Contract by such amount. Taxes not applicable to the Owner include, but may not be limited to: (a) Sales and Use Tax imposed by the Commonwealth under M.G.L. c. 64H, §6 (f) and c. 64I, § 7 on Construction Materials; and (b) Federal Excise Taxes as applied to articles which are taxable under Chapter 32 of the Internal Revenue Code of 1954, as amended.

ARTICLE 5 INDEMNIFICATION

5.1 CONTRACTOR'S INDEMNITY

5.1.1 The Contractor shall indemnify, defend with counsel acceptable to the Owner, keep and save harmless the Commonwealth, the State University, and the Owner, including their respective board members, trustees, directors, officers, contractors, consultants, agents, employees, and other representatives, in both their respective individual and official capacities, against all liabilities, suits, claims, damages, losses, expenses, penalties, fines, fees including, but not limited, to attorneys' fees, expert witness fees and other legal expenses (including fees and expenses in connection with any alternative dispute resolution process) and other costs and liabilities caused by, arising out of, resulting from, or incidental to, the following, each to the full extent allowed by the laws of the Commonwealth of Massachusetts and not beyond any extent that would render these provisions void or unenforceable:

- (a) breach or default under or failure to perform or comply with the terms of the Contract by the Contractor, any Subcontractor or Supplier, or others for whom the Contractor is or becomes responsible;
- (b) negligent acts or omissions of the Contractor, any Subcontractor or Supplier, or others for whom the Contractor is or becomes responsible;
- (c) infringement of any patent or trademark, or violation of any copyright, right of privacy or any similar right protected by any law affecting intellectual property arising out of or relating to the use of methods, processes or information, or products or other materials or property, in connection with performance of the Work by the Contractor, any Subcontractor or Supplier, or others for whom the Contractor is or becomes responsible, or otherwise relating to the Work;



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- (d) violation of any Applicable Law in connection with performance of the Work by the Contractor, any Subcontractor or Supplier, or others for whom the Contractor is or becomes responsible;
- (e) violation of or noncompliance with the conditions of any Permits and Approvals by the Contractor, any Subcontractor or Supplier, or others for whom the Contractor is or becomes responsible;
- (f) failure of the Contractor, any Subcontractor or Supplier, or others for whom the Contractor is or becomes responsible to pay any federal, state or local taxes based upon gross receipts, income, purchases, rentals or sales, the use of any property, unemployment insurance or any other social security or social benefit taxes applicable to employees of the Contractor, any Subcontractor or Supplier, or others for whom the Contractor is or becomes responsible, or any other taxes imposed in connection with the Contract or the Work;
- (g) personal injury, sickness, emotional distress, disease or death directly or indirectly caused by, arising out of, resulting from, or incidental to the performance of the Contract or otherwise relating to the Work or any act or omission of the Contractor, any Subcontractor or Supplier, or any other party for whose acts or omissions the Contractor is or becomes liable;
- (h) loss or damage to any property of the Contractor, and loss or damage to any property of Subcontractor, Supplier, or other parties for whom the Contractor is or becomes responsible;
- (i) claims by Subcontractors, Suppliers, or others against the Contractor or the Owner on account of amounts due or claimed to be due to such Subcontractor, Supplier, or others in connection with the performance of the Work;
- (j) loss or damage to property owned by the Owner or any third parties located on or about the Site, in whole or in part arising out of, resulting from, or incidental to the performance of the Work or any acts or omissions of the Contractor, any Subcontractor, Supplier, or any other party for whom the Contractor is or becomes responsible;
- (k) neglect or failure to construct the Work within the building lines, or by reason of any encroachment by any element or portion of the Work, or any part or projection thereof, on adjoining land if such encroachment shall result from the Contractor's failure to construct the Work within said building lines;



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- (l) release or threatened release of any hazardous material which: (i) was brought onto the Site by the Contractor, or any Subcontractor, Supplier, or any other party for whom the Contractor is or becomes responsible; or (ii) was negligently removed from, handled on, or disposed of on the Site by the Contractor, any Subcontractor, Supplier, or any other party for whom the Contractor is or becomes responsible, regardless of the source or origin of such hazardous material or the method of deposit of such hazardous material on the Site or, in the case of the removal of any hazardous material from the site, on the Site to which such hazardous material was removed;
- (m) claims or assertions by any separate contractor of disruption, delay or loss caused by interference by the Contractor (or its Subcontractors or others for whom the Contractor is or becomes responsible) with or hindrance of the progress or completion of work being performed by separate contractor, or failure of the Contractor or any Subcontractor, Supplier, or any other party for whom the Contractor is or becomes responsible, to cooperate reasonably with such separate contractor; and
- (n) failure of the Contractor, any Subcontractor or Supplier, or others for whom the Contractor is or becomes responsible to comply with their obligations to not use undocumented workers to perform any part of the Work.

Such agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or remedy which would otherwise exist as to any party or person described in this Section 5.1.

5.1.2 Provisions of this Section 5.1 shall be for the benefit of each party indemnified hereunder with the same force and effect as if each individual were in privity of contract with the Contractor, and each party so indemnified shall have the right to bring a direct action against the Contractor to enforce this indemnity. Each party so indemnified is hereby made a third party beneficiary of the Contract with respect to the provisions of this Section 5.1.

5.1.3 In connection with any and all claims against the Owner, the OPM or the Architect or their consultants or separate contractors, or any of their Subcontractors, agents or employees, by any employee of the Contractor, any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation under this Section 5.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

5.1.4 In the event that a claim, demand or action is asserted against a party indemnified under this Section 5.1 with respect to which the Contractor is obligated to indemnify



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such party in accordance with this Section, such party shall give timely notice to the Contractor of such claim and may request that the Contractor undertake the defense of such claim with counsel reasonably satisfactory to such indemnified party and without cost to such indemnified party, or the indemnified party may undertake the defense of such claim, with counsel satisfactory to the Contractor, in which case the Contractor shall cooperate and assist in the defense and resolution of such claim, and shall be responsible for all costs of defense, judgments, settlements and other liabilities as provided in this Section 5.1. Failure of the indemnified party to notify the Contractor as provided in the preceding sentence shall not waive, release or otherwise affect the indemnification obligations of the Contractor hereunder, except to the extent that the Contractor establishes that such failure to give notice has prejudiced the Contractor in the defense of such claim.

5.1.5 The indemnification obligations of the Contractor under the Contract shall survive the termination or expiration of the Contract and completion of the Work.

5.1.6 The obligations of the Contractor under this Article 5 shall not extend to the liability of the Architect, his agents or employees, arising out of the performance of the Architect's obligations under the Contract Documents.

ARTICLE 6 SUBCONTRACTORS

6.1 SUBCONTRACTS

6.1.1 All Subcontractors shall look solely to the Contractor for payment for their Work performed in accordance with the Contract Documents except as expressly otherwise permitted by law. The Contractor shall furnish the Owner with executed copies of all Subcontracts promptly upon execution thereof.

6.1.2 When subcontracting with filed sub-bidders filed pursuant to M.G.L. c. 149, § 44F, Contractor shall use exclusively the form of subcontract set forth in M.G.L. c. 149, § 44F(4)(c), a copy of which is attached as **Exhibit H** to the Agreement.

6.1.3 Contractor shall make payments to Subcontractors in accordance with M.G.L. c. 30, § 39F. For the purposes of this Contract, the word "forthwith" appearing in paragraph (1)(a) of M.G.L. c. 30, § 39F shall be deemed to mean "within five (5) business days".

6.1.4 The Contractor hereby conditionally assigns to the Owner all Subcontracts now or hereafter executed by the Contractor in connection with the Work and in accordance with the requirements of the Contract Documents.

(a) Such assignment shall become an effective and present assignment only upon a termination by the Owner of the Contract in accordance with the



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provisions of the Contract Documents and only as to those Subcontracts which the Owner explicitly accepts and assumes in writing. The Owner shall have the sole option to determine which Subcontracts the Owner shall accept as aforesaid.

(b) This Subsection 6.1.4 shall serve as the instrument of assignment at such time as the assignment provided for above becomes effective. The Contractor agrees, however, at the Owner's request, to execute whatever instruments the Owner requests to confirm such assignment.

6.1.5 The Contractor shall maintain and distribute to the Owner, the OPM, and the Architect a Project Directory listing the names, addresses, email addresses, and telephone numbers of the principal members of the staff of each Subcontractor in addition to any other information requested by the Owner or the Architect regarding Subcontractors. The Contractor shall update such Project Directory periodically during the Project. The principal contact for each Subcontractor and his/her home telephone number shall be indicated in the Project Directory so that such person may be reached in emergency situations.

ARTICLE 7 OTHER WORK

7.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

7.1.1 In addition to the Work required to be performed under the Contract, the Owner may perform other work related to the Project at the Site with its own forces, have other work performed by utility suppliers, or award separate contracts for such work or other work on the Site under these or other conditions of the contract. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to the Contractor prior to commencement of such other work.

7.1.2 If, after commencement of the Work, the plans of the Contractor and any such separate contractors performing work in connection with the Project, or other contractors, are inconsistent with respect to methods, scheduling, progress or otherwise, the Contractor shall promptly take all steps necessary to coordinate its Work with that of other contractors. The Contractor shall have no claims against the Owner or such separate contractors performing work in connection with the Project or other contractors for any delays arising from joint use of any work area or staging area, or from joint use of access. All coordination undertaken by the Contractor shall be acceptable to Owner in all respects.

7.2 MUTUAL RESPONSIBILITY

7.2.1 The Contractor shall provide the Owner, utility suppliers and other separate contractors proper and safe access to the Site and a reasonable opportunity for the delivery and storage of materials and equipment and the execution of their work, and for reasonable access to, and use of, the Contractor's hoisting facilities, if provided, and temporary electric, water and



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sanitary facilities. Disputes arising with respect to delivery or storage of materials or equipment, or otherwise relating to coordination of the Work under the Contract with the work of utility suppliers or separate contractors shall initially be submitted to the Architect. Recognizing the constraints imposed upon the Contractor by the requirements of this Section, the Owner agrees to give the Contractor as much advance notice as is practicable of the particular needs of separate contractors and utility suppliers for access to the Site and joint use of the Site and site facilities so as to minimize the impacts upon the Contractor's scheduling and operations. The Contractor shall cooperate with the Owner, utility suppliers and separate contractors, and require and enforce the cooperation of its Subcontractors in such manner as to permit the expeditious, efficient connection of utilities and to facilitate completion of the Project as a whole and completion of specific parts of the Project for early use or occupancy by the Owner in accordance with the Project Schedule.

7.2.2 If any portion of the Contractor's Work depends, for proper execution or results, upon other work of the Owner or any such utility supplier or other separate contractors, the Contractor shall, prior to proceeding with that portion of the Work, inspect and promptly report to the Architect and the Owner, in writing, any delays, discrepancies or defects in such other work discoverable as a result of prudent examination, testing and observation by the Contractor that render such other work unavailable or unsuitable to receive Contractor's Work. Failure of the Contractor to so report shall constitute an acknowledgment that such other work is fit and proper to receive the Contractor's Work, except as to defects not so discoverable.

ARTICLE 8 INSPECTION AND TESTING

8.1 INSPECTION AND TESTING

8.1.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of, or conditions imposed by, any government entity having jurisdiction over the Project require any portion of the Work to be inspected, tested or approved, the Contractor shall give the OPM (with a copy to the Architect), the Owner's testing agents or consultants, and if applicable, government entities requiring such inspection, testing or approval, timely notice (at least five (5) full business days) prior to the commencement of Work or operations requiring such inspection, testing or approval so the Architect, such government entities and agents or consultants may perform or observe such inspection, testing or approval. The Contractor shall perform and bear all costs of such inspections, tests and approvals, unless otherwise provided in the Contract Documents. Except in the event of an unforeseen emergency, Work or operations requiring such inspection, testing or approval shall not be performed at times other than during the normal working day without the prior approval of the Owner. The Contractor will provide all required assistance (including, without limitation, labor, tools, equipment and transportation) as the Architect or such government entities or agents or consultants may request in connection with such inspection, testing or approval. The Contractor shall make all necessary arrangements at its expense to permit the Architect to make factory, shop or other inspections of materials or products ordered for the Work and in the process of manufacture, fabrication or extraction or in storage at locations other than the Site of the Work. Where certain testing and inspection requirements are required by the Contract Documents to be performed at the expense of the Owner, the Owner will



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retain the services of testing laboratories, agencies or consultants, to perform such tests or inspections and render such services as may be required to verify that the Work fulfills the requirements and intent of the Contract Documents. Such services will be performed in a manner consistent with the requirements of the Owner and the various agencies having jurisdiction over the Work and in accordance with sound standards of professional architectural and engineering practice applicable thereto. The Contractor and Subcontractors shall place their personnel at the Architect's disposal for field checking during any inspection period. When layouts of the building and site work are to be made, the Contractor shall notify the OPM and the Architect in sufficient time so that they may be present.

8.1.2 The Contractor shall make no claim for delay or extra costs or extension of the Contract Time arising directly or indirectly out of reasonably required inspection or testing or out of the Contractor's failure to give timely notice so as to permit performance or observance of inspections, testing or approvals. Inspections and testing of the Work shall not relieve the Contractor of any obligations under the Contract Documents. Without limiting any other provisions hereof, defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such Work and materials have been previously inspected by the Architect and accepted or estimated for payment or paid for.

8.2 SPECIAL TESTING

8.2.1 If the Owner or the Architect determines that any portion of the Work requires special inspection, testing, or approval beyond that required in the Contract Documents, the OPM, upon written authorization from the Owner, or the Owner, will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Section 8.1 hereof. If such special inspection or testing reveals a failure of the Work to comply strictly with the requirements of the Contract Documents, the Contractor shall correct such Work and bear all costs of such inspection, testing and corrections, including compensation for the additional services of the Architect and other consultant made necessary by such failure; otherwise the Owner shall bear the costs of such inspection or testing, and an appropriate Change Order shall be issued. In no event shall the Contractor be entitled to any claim for delay or extra cost or extension of the Contract Time as a result of any such inspection, testing or corrections.

ARTICLE 9 CONTRACT TIME

9.1 DEFINITIONS

9.1.1 The Contract Time is the period of time stated in the Agreement to achieve Substantial Completion of the Work, as may be adjusted in accordance with the Contract.

9.1.2 The date of commencement of the Work is date of the issuance of a Notice to Proceed by the Owner for a portion, or all, of the Work.



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9.1.3 The Date of Substantial Completion of the Work, or a designated portion thereof, is the date certified by the Architect when the requirements of the Contract Documents have been satisfied. Substantial Completion of the Work shall not be deemed to be achieved until:

- (a) the Owner can occupy or utilize the Work, or designated portion thereof, for the use for which it is intended; and
- (b) only minor items of Work remain incomplete, which minor items of Work may be completed without interference with the Owner's intended use of the Work; and
- (c) the minor items of Work remaining incomplete do not exceed one percent (1%) of the Contract Sum; and
- (d) all certificates of inspection, testing and approval, including final and unconditional certificates of occupancy and operating permits for elevators and any mechanical apparatus, which may be required by law to permit full use and occupancy of the completed Work by the Owner, have been actually obtained; and
- (e) all operating and maintenance manuals, warranties and guarantees, parts lists, Project Directory, repair source lists and samples, and all other similar documents or materials required to be delivered to the Owner under the Contract Documents have been delivered to, and approved by, the Architect; and
- (f) the Contractor has complied with all other obligations under the Contract Documents.

For purposes of this Article 9, Substantial Completion refers to Substantial Completion of the entire Project. In the event of any question or dispute as to the date of Substantial Completion, such question or dispute shall be determined by the Architect in its sole discretion, and neither the Architect nor the Owner shall have any liability to the Contractor arising out of such determination made by the Architect in good faith.

9.2 PROJECT SCHEDULE

9.2.1 The Contractor shall, within 14 days of execution of the Agreement, submit to the Owner and Architect for review and approval, a construction progress schedule in the form of a "critical path method" schedule ("CPM Schedule"). The CPM Schedule shall incorporate the submittal schedule required under Subsection 3.8.1.1. After the CPM Schedule has been so approved, it shall be the Project Schedule.

9.2.2 The CPM Schedule shall be provided in form and detail acceptable to the Owner and prepared in accordance with the Contract Documents, with an adequate number of



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activities and milestones to properly describe the nature and sequence by which the Contractor intends to carry out the Work and to allow the Owner to properly coordinate the work for any separate contractors and to properly plan on use of portions of the Project prior to Final Completion.

9.2.3 The CPM Schedule must exhibit, but may not be limited to, the following characteristics: The logic diagrams shall be based on an activity on node concept, the presentation of the logic network shall be time scaled, various analyses of the schedule shall be provided, including, but not limited to, listings of activities by code, by predecessor, by successor, by trade and by float.

9.2.4 If requested by the Owner, the CPM Schedule shall be supplemented by, or converted to, a bar chart schedule. The CPM Schedule and bar chart schedule shall be updated regularly, at least weekly. The Contractor shall report to the Owner weekly on the status of the Work compared to the current CPM Schedule.

9.3 PROGRESS AND COMPLETION

9.3.1 Upon execution by the Owner of the Agreement and issuance of a written Notice to Proceed by the Owner, the Contractor agrees to proceed with the Work, or portion thereof covered by a Notice to Proceed with Construction, promptly, continuously, and diligently. The Contractor agrees to adhere to the Project Schedule, to achieve all interim completion milestones, if any, and to achieve Substantial Completion of the Work on or before the Substantial Completion Date set forth in the Agreement. It is agreed that TIME IS OF THE ESSENCE of the Contract Documents.

9.3.2 Recognizing that, from time to time during the progress of the Work, the Owner may find it necessary to establish the current status of performance under the Contract Documents, the Contractor shall, at the request of the Owner, promptly provide statements, documents or certificates to the Owner regarding the status of the Work, compliance of the Work with the Contract Documents, compliance by the Contractor or any Subcontractor with the Contract Documents, and such other matters within the scope of the Contractor's performance under the Contract Documents as the Owner may require.

9.3.3 The Contractor shall submit a detailed written report on the status of the Work compared to the current Project Schedule for the Owner's review with each Application for Payment. Each such report shall reflect all items required by the Contract Documents. If the Contractor fails to complete any activity by its latest scheduled completion date, the Contractor shall, within seven (7) days of such failure, submit a written statement showing how the Contractor intends to correct such failure and return to the current Project Schedule. The Contractor shall update the Project Schedule weekly to reflect changed logic, adjusted and modified sequences of Work, and other identifiable changes, including, without limitation, specific strategies for continuing to meet the Substantial Completion Date. With its monthly report on the status of the Work, the Contractor shall submit a written certification by the Contractor's Project Manager that



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the Project Schedule submitted with the report is the actual schedule being utilized for execution of the Work and that the Work is progressing in accordance therewith.

9.3.4 If, at any time, the Owner determines that the progress of the Work is delayed or has not reached the level of completion required by the current Project Schedule, the Owner shall have the right to direct the Contractor to take all measures necessary to recover any lost time and return the Work to the level of progress required by the current Project Schedule (“Recovery Measures”). In such event, within five (5) business days of receiving the Owner’s direction to take Recovery Measures, the Contractor shall notify the Owner in writing of the steps which the Contractor proposes to take to remedy the situation, shall furnish Owner with an updated Project Schedule reflecting such Recovery Measures, and shall implement such steps promptly. Such Recovery Measures shall continue until the progress of the Work is returned to the stage of completion required by the current Project Schedule. If the Contractor disputes the Owner’s direction to the Contractor to take Recovery Measures, the Contractor shall, nonetheless, promptly and diligently perform the Recovery Measures and shall have no right whatsoever to fail or refuse to take Recovery Measures once so directed by the Owner. If, and to the extent the delays giving rise to a direction from the Owner to the Contractor to take Recovery Measures are not Excusable Delays, the Contractor shall not be entitled to an extension of the Contract Time or an adjustment of the Contract Sum in connection with undertaking Recovery Measures. If and to the extent that any delay giving rise to a direction from the Owner to implement Recovery Measures is an Excusable Delay, the Contractor shall be entitled to assert a claim in accordance with the Contract.

9.4 EXTENSION OF THE CONTRACT TIME AS A RESULT OF DELAY EVENT

The provisions of this Section 9.4 govern, and constitute the Contractor’s sole remedy, if a Delay Event is encountered by the Contractor in the course of performance of the Work. Any claim for an extension of the Contract Time associated with a Change in the Work shall be governed by, and subject to, the provisions of Article 13. If the Contractor is entitled, subject to the provisions of this Section 9.4, to an extension of the Contract Time by reason of a Delay Event, then an extension of the Contract Time may be granted for the period of the necessary delay caused to Critical Path Activities, determined in accordance with, and subject to, this Section 9.4, and other applicable provisions of the Contract Documents. A Change Order effecting such extension will be furnished to the Contractor within a reasonable period after such determination. No extension of the Contract Time shall be granted to the Contractor under the Contract (except as expressly authorized in connection with a Change in the Work) unless the requirements of this Section 9.4 shall have been satisfied.

9.4.1 Types Of Delay Events

“Delay Event” shall be limited to any of the following acts, omissions, events or conditions which delays completion of the Work or prevents performance of the Contractor’s obligations under the Contract and which could not be prevented by the Contractor even though the Contractor were to take all appropriate care to avoid or diminish the adverse consequences of the Delay Event:



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- (a) Unavoidable casualty;
- (b) Act of war, civil disorder, riot or similar occurrence;
- (c) Order, legislation, judgment or other official action, of any governmental body, agency or official having jurisdiction over the Project;
- (d) Any act or omission of the Owner or the Architect, such as a temporary stoppage or suspension of Work, not resulting from, or caused, in whole or in part, by any act or omission of the Contractor, any Subcontractor or any other person or entity for whom the Contractor is responsible;
- (e) Any work of utility companies or municipal departments that may enter the Site to make changes in utility equipment or to place new utility equipment, to the extent such delay does not result, in whole or in part, from the act or omission of the Contractor, any Subcontractor or any other person or entity for whom the Contractor is responsible;
- (f) Unusually severe weather preventing the Contractor from engaging, on a particular day, at least 75% of the labor force and equipment that was scheduled for engagement on Critical Path Activities on that particular day for at least 50% of that day; and
- (g) Strikes or work shutdowns caused by labor disputes and lockouts (other than lockouts caused by the Contractor, Subcontractors or Sub-Subcontractors unrelated to the Contractor's forces or the forces of any Subcontractor).

The financial difficulties of the Contractor (or any Subcontractor, supplier or other party for whom the Contractor is responsible) or the consequences thereof, shall not constitute a Delay Event.

9.4.2 NOTICE AND PROCEDURES AS TO DELAY EVENTS

9.4.2.1 Initial Notice. The Contractor shall provide the Owner with an initial written notice of any occurrence, event or condition which the Contractor claims (or may intend to claim) constitutes a Delay Event. Such initial written notice shall be submitted to the Owner within five (5) business days of the commencement of such occurrence, event or condition, and shall:

- (h) State in detail the factual circumstances which form the basis of the delay, and the current and anticipated future effects on the Contractor's performance and Project Schedule; and
- (i) State the date of commencement of the delay and the duration or expected duration of the delay with respect to each affected portion of the Work.



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The submission of such initial written notice within the time period provided above shall be a condition precedent to any extension of the Contract Time. Neither the OPM and nor the Architect nor any other agent, consultant or employee of either shall have authority to modify or waive, expressly or by implication, such condition precedent or the corresponding condition precedents set forth in Subsection 9.4.2. and any action, inaction or statement by any of them to such effect shall not be binding upon the Owner.

9.4.2.2 Second Notice. Following submission of the initial written notice, not later than fifteen (15) business days of the commencement of any occurrence, event or condition which the Contractor claims (or intends to claim) constitutes a Delay Event, the Contractor shall submit to the OPM written notice of such occurrence, event or condition. This written notice shall (i) state whether an extension of the Contract Time is claimed and the Contractor's alleged contractual entitlement thereto; (ii) state in detail the factual circumstances which form the basis of the delay; (iii) identify Work activities alleged to have been delayed; (iv) state the calendar dates on which the Work activities were delayed and are anticipated to be further delayed; (v) state the number of calendar days by which the Contractor is requesting the Contract Time to be extended; (vi) fully and completely state the CPM analysis justifying the request, including a schedule impact (fragnet) analysis worksheet prepared in a time-scale to graphically illustrate the effect of the alleged delay on affected activities; (vii) state the date of commencement and duration or expected duration of the delay and its effect on the various portions of the Work; and (viii) state any other information reasonably requested by Owner.

9.4.2.2.1 The Contractor shall provide such detailed supporting documentation, including, where appropriate, an updated Project Schedule indicating all of the activities affected by the circumstances which form the basis for the claim. The submission of such written notice within the time period provided above shall be a condition precedent to any extension of the Contract Time.

9.4.2.2.2 Because the possible necessity for an extension of the Contract Time might materially alter the scheduling, plans and other actions of the Owner and because, with sufficient opportunity, the Owner might (if it knew of the Contractor's claim) attempt to mitigate the effect of a delay for which an extension of the Contract Time was to be claimed, and only oral notice might cause disputes as to the existence or substance of such claim, and because delayed notice might seriously hinder or prevent the Owner's investigation of the pertinent facts, the giving of written notice within the time periods stated above in Subsections 9.4.2.1, and 9.4.2.2 shall be of the essence of the Contractor's obligations, and failure of the Contractor to comply with these requirements shall be deemed a conclusive, full and final waiver of any claim for extension of the Contract Time.

9.4.2.2.3 It shall in all cases be presumed that no extension or further extension of the Contract Time is appropriate unless the Contractor shall affirmatively demonstrate the Contractor's entitlement to such extension under all applicable terms and conditions of the Contract Documents. To this end, the Contractor shall maintain adequate records supporting any claim for an extension of the Contract Time, and in the absence of such records, the foregoing presumption shall be conclusive.



9.4.3 Limitations On Delay Computation

9.4.3.1 Whenever the Contractor claims an extension of the Contract Time as a result of a Delay Event, only the unavoidable delay caused to completion of the Work as a whole shall be considered in measuring or evaluating the extent of the delay. If, for example, extra work can be (or could have been) performed along with the regular Work called for by the Contract Documents so as to reduce or eliminate a delay in the progress of the Work or some portion thereof, without causing necessary delay to such regular work, no claim for extension of the Contract Time shall be granted. An extension of the Contract Time may be granted only for Delay Events affecting Critical Path Activities. In any event, even though a Delay Event meets all of the above conditions, an extension may be granted only to the extent that the effect of such cause cannot be (or could not have been) avoided or mitigated by the exercise of all reasonable precautions, efforts and measures (including planning, scheduling and rescheduling, resequencing Work activities, and reallocating and redeploying work forces), whether before or after the occurrence of the cause of delay. If a concurrent delay occurs (*i.e.*, either a single delay resulting from two or more causes where at least one delay is the responsibility of the Contractor, or multiple delays, where at least one delay is the responsibility of the Contractor), no extension of the Contract Time shall be granted to the Contractor during the period of any such concurrent delay for which the Contractor is responsible.

9.4.4 Sole Remedy

9.4.4.1 Except as expressly provided in the Contract Documents, the Contractor assumes the financial risk of all delays of any kind or duration, whether or not within the contemplation of the parties and whether foreseeable or unforeseeable. The Contractor shall have no right to rescind or terminate the Contract except as expressly provided herein, and the Contractor shall have no cause of action under any theory of quasi-contract or *quantum meruit* by reason of any such delay. The Contractor agrees that extensions of the Contract Time, as provided herein, shall be the Contractor's sole and exclusive remedy against the Owner in the event the Work is delayed, except to the extent otherwise provided in Subsections 9.4.4.2 and 9.4.4.3 below.

9.4.4.2 Adjustment of the Contract Sum as a Result of Certain Delays

If, and to the extent that, the Contractor establishes that all of the following have occurred:

- (j) The Contractor is entitled to an extension of the Contract Time pursuant to this Section 9.4,
- (k) The Contractor suffered Compensable Losses (as defined below) as a result of the delay, and
- (l) The Contractor could not have avoided or mitigated such Compensable Losses despite having taken all reasonable precautions, efforts and measures to avoid or reduce the amount thereof, including, without



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limitation, mitigating delays by resequencing Work activities, and reallocating and redeploying work forces of the Contractor, Subcontractors and Sub-Subcontractors to the maximum extent practicable.

In such event the Owner may adjust the Contract Sum by an amount equal to the Contractor's Compensable Losses directly attributable to the Delay Event giving rise to the extension of the Contract Time. A Change Order effecting the adjustment to the Contract Sum will be furnished to the Contractor within a reasonable period after such determination.

"Compensable Losses" include only the reasonable verified amounts of necessary direct costs of: (i) idle time of equipment; (ii) idle time of workers; and (iii) moving of equipment and extended field office overhead expenses. No mark-up of Compensable Losses will be allowed for home office overhead or profit. For purposes of the Contract, "extended field office overhead" expenses shall mean those indirect costs incurred at the Site (sometimes also referred to as general conditions costs or job site overhead costs): (i) which cannot reasonably be allocated to any specific work item within the Work, and (ii) which increase or decrease as a function of the duration of the Contract Time. Examples of extended field office overhead items include: project manager, superintendent, temporary utilities and temporary facilities, clerical staff, office equipment and supplies and project trucks and automobiles. The Contractor shall provide to the Owner all documentation and information reasonably requested by the Owner to substantiate the sum of Compensable Losses.

9.4.4.3 The following clauses (a) and (b) of this Subsection 9.4.4.3 are included herein pursuant to requirements of M.G.L. c. 30, § 39O. In the event that a suspension, delay, interruption or failure to act of the Owner increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of its performance as provisions (a) and (b) give the Contractor against the Owner, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the Contractor or the Subcontractor may have against each other.

(a) The Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the Owner; provided, however, that if there is a suspension, delay or interruption for fifteen (15) days or more or due to a failure of the Owner to act within the time specified in the Contract, the Owner shall make an adjustment in the Contract Sum equal to the actual increase in the cost of the Work but shall not include any profit to the Contractor with respect to such increase; and provided further, that the Owner shall not make any adjustment in the Contract Sum under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which the Contract provides for an equitable adjustment of the Contract Sum under any other contract provisions.

(b) The Contractor must submit the amount of a claim under provision (a) hereof to the Owner in writing as soon as practicable after the end of the



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suspension, delay, interruption or failure to act and, in any event, not later than the date of submission of the Application for Payment seeking final payment under the Contract and, except for costs due to a suspension order, the Owner shall not approve any costs in the claim incurred more than twenty (20) days before the Contractor notified the Owner in writing of the act or failure to act involved in the claim.

ARTICLE 10 PAYMENTS AND COMPLETION

10.1 SCHEDULE OF VALUES

10.1.1 Prior to the first Application for Payment, and as a condition precedent to the making of any payments to the Contractor, the Contractor shall submit to the OPM, for approval by the Owner, a preliminary Schedule of Values allocating the Contract Sum among the various portions of the Work, prepared in such form and detail and supported by such data to substantiate its accuracy as the Owner may require. Such Schedule of Values shall be based upon, and consistent with, the Project Schedule. The Schedule shall be reviewed and revised from time to time to reflect changes in the Work, or if found by the OPM to be inaccurate. Once approved by the Owner and so long as the Schedule of Values remains up to date and accurate, the approved Schedule of Values shall be used as a basis for the Contractor's Applications for Payment.

10.2 APPLICATIONS FOR PAYMENT

10.2.1 The Contractor shall submit to the OPM and the Architect for review, no later than the first day of each month, a draft of the Application for Payment which the Contractor intends to submit that month. Such draft Applications shall not be considered the Application for Payment for purposes of Subsection 10.2.2.

10.2.2 The Contractor shall submit to the OPM and the Architect an itemized Application for Payment for Work completed as of the end of the preceding month, based upon the approved Schedule of Values and supported by such data substantiating the Contractor's right to payment as the Owner may require, including invoices with check vouchers attached, payrolls, receipted bills, requisitions from Subcontractors and Suppliers, and reflecting the retainage set forth in the Contract. The format of such Applications for Payment shall be AIA Documents No. G702 and G703 (Contractor's Application for Payment) or such other form as may be required by the Owner. The Contractor shall submit its Applications for Payment no later than the fifth (5th) calendar day of each month for each payment period constituting the preceding calendar month. The Application for Payment shall show the total cost of the Work performed and materials furnished by the Contractor and each Subcontractor to date, based on a percentage of the work completed.

10.2.3 Unless otherwise provided in the Contract Documents, such Application for Payment may include materials or equipment not incorporated in the Work but delivered and suitably stored at the Site and, if approved in advance in writing by the Owner, in its sole discretion, payment may be requested for materials or equipment suitably stored at some other location agreed upon in writing, all in accordance with Section 10.9, below. Payments for materials or equipment



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stored on or off the Site shall be conditioned upon submission by the Contractor of bills of sale, invoices or such other documents, information or procedures as may be required by the Owner to establish the Owner's title to such materials or equipment free and clear of all liens, claims, security interests or encumbrances (collectively referred to in the Contract Documents as "liens"), or otherwise to protect the Owner's interests, and if off-site storage is involved, compliance in full with the requirements of Section 10.9, below.

10.2.4 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner automatically without further action by the parties, free and clear of all liens or other encumbrances and upon the first to occur of: (i) incorporation in the construction, or (ii) the receipt of payment by the Contractor. Transfer of title to the Owner shall not relieve the Contractor of any of its duties or obligations under the Contract Documents or of any responsibility or liability for the safe delivery and safeguarding, custody, or warehousing of the materials or equipment, nor shall it constitute any waiver of the Owner's right to absolute fulfillment by the Contractor of all of the terms of the Contract, nor shall it commence any warranty or guarantee period prior to Substantial Completion. The Contractor warrants that no Work, materials or equipment covered by an Application for Payment shall have been acquired by the Contractor, or by any other person performing Work at the Site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or any other secured party or otherwise imposed by the Contractor or any other person or entity.

10.2.5 At the request of the Owner, each Application for Payment shall be accompanied by an affidavit or certificate from each Subcontractor stating that it has been paid all amounts due it on the basis of the previous periodic payment(s) to the Contractor, or stating the amount not so paid and the reason for any discrepancy. In the event of any such discrepancy, the Contractor shall furnish its own written explanation to the Owner through the OPM. If requested by the Owner, the Contractor shall furnish a statement accounting for the disbursement of funds received under prior Applications for Payment.

10.2.6 Each Application for Payment shall include a monthly status report on the progress of the Work, including those items more particularly set forth in the Contract, in these General Conditions, and in the Specifications. The Contractor acknowledges that such status report is of significant importance to the Owner in determining whether the Contractor is entitled to payment pursuant to such Application for Payment, and failure to deliver such status report, in form, substance, or detail satisfactory to the Owner, shall be deemed to be just cause for withholding payment to the Contractor. Any waiver by the Owner of the requirement of submission of such status report (or any portion thereof) with respect to any Application for Payment shall not be deemed to be a waiver of the Owner's right to require the full and complete status report with respect to any future Application for Payment. Each status report shall include the items specified in the Agreement, in these General Conditions, and in the Specifications and any other reports or items requested by the OPM or the Owner. All status reports shall be in form and substance satisfactory to the Owner.

10.3 CERTIFICATES FOR PAYMENT



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10.3.1 Within five (5) days after receipt of the Contractor's Application for Payment, the Architect will either issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Owner and Contractor in writing its reasons for withholding a Certificate for Payment, or any portion thereof, as provided in Subsection 10.6.1.

10.3.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's observations, that the Work has progressed to the point indicated, that to the best of the Architect's knowledge, information and belief the quality of the Work indicated therein is in accordance with the Contract Documents (subject to evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate), that the submission includes all necessary prevailing wage submittals and that the Contractor is entitled to payment in the amount certified. The Architect shall not certify the final payment until an inspection for Final Completion has been performed and the Owner has acted affirmatively on the Architect's recommendation that the Project be accepted.

10.4 PROGRESS PAYMENTS TO THE CONTRACTOR

10.4.1 The Owner shall make payments in accordance with the following provisions:

(a) Within thirty (30) days after receipt from the Contractor, at the place designated by the Owner if such a place is so designated, of an Application for Payment with respect to which the Architect has issued a Certificate for Payment, the Owner will make a periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the Work but delivered and suitably stored at the Site (or at some location agreed upon in writing) to which the Contractor has title or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner, upon certification by the Contractor that it is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on the Owner's estimates of the fair value of its claims against the Contractor and less (2) a retention not exceeding five (5) percent of the approved amount of the periodic payment. After the receipt of an Application for Payment requesting final payment and within sixty-five (65) days after (a) the Contractor achieves Final Completion or achieves Substantial Completion of the Work so that the value of the Work remaining to be done is, in the estimate of the Owner, less than one percent of the original Contract Sum, or (b) the Contractor achieves Substantial Completion of the Work and the Owner takes possession for occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less (1) a retention based on the Owner's estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of Work and less (2) a retention based on the record of payments by the Contractor to the Subcontractors under the Contract if such record of payments indicates that the Contractor has not paid Subcontractors as provided in M.G.L. c. 30, § 39F. If



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the Owner fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor; provided, that no interest shall be due, in any event, on the amount due on an Application for Payment for final payment until twenty-four (24) days after receipt of such Application for Payment from the Contractor and bearing the Architect's Certificate for Payment, at the place designated by the Owner if such a place is so designated. The Contractor agrees to pay to each Subcontractor a portion of any such interest paid in accordance with the amount due each Subcontractor.

(b) The Owner may make changes in any Application for Payment submitted by the Contractor and the payment due on said Application for Payment shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected Application for Payment shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the period payment computed in accordance with the changes made, as provided herein; provided, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any Application for Payment which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such Application for Payment shall be the date of receipt of the corrected Application for Payment in proper form and with arithmetically correct computations. The date of receipt of the Application for Payment received on a Saturday shall be the first working day thereafter.

(c) The Applications for Payment shall be submitted to the OPM and the Architect and the date of receipt shall be marked on the Application. All Applications for Payment shall contain a separate item for each subtrade and a column listing the amount paid to such Subcontractor as of the date of the Application for Payment is filed. The person making payment for the Owner 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.

(d) A certificate of the Architect to the effect that the Contractor has achieved Substantial Completion or Final Completion of the Work shall, subject to the provisions of M.G.L. c. 30, §39J, be conclusive for the purposes of this Section.

10.4.2 Within twenty-five (25) days after receipt of a Certificate for Payment issued by the Architect, the Owner shall make payment of amounts properly due to the Contractor, subject to the terms and conditions of the Contract Documents.

10.4.3 Upon receipt of payment from the Owner, the Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which the Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its lower tier Subcontractors in similar manner.



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10.4.4 Neither the Owner nor the OPM nor the Architect shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as set forth in this Section 10.4.

10.4.5 (a) Forthwith after the Contractor receives payment on account of an Application for Payment, the Contractor shall pay to each Subcontractor the amount paid to the Contractor for the labor performed and the materials furnished by that Subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.

(b) Not later than the sixty-fifth (65th) day after each Subcontractor substantially completes its Work in accordance with the plans and specifications, the entire balance due under the subcontract, less amounts retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of Work, shall be due the Subcontractor; and the Owner shall pay that amount to the Contractor. The Contractor shall forthwith pay to the Subcontractor the full amount received from the Owner less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.

(c) Each payment made by the Owner to the 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 Contractor for the account of that Subcontractor; and the Owner shall take reasonable steps to compel the Contractor to make each such payment to each such Subcontractor. If the Owner has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the Subcontractor as provided in subparagraphs (a) and (b), the Owner shall act upon the demand as provided in this Subparagraph 10.4.5.

(d) If, within seventy (70) days after the Subcontractor has substantially completed the subcontract work, the Subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of work, the Subcontractor may demand direct payment of that balance from the Owner. The demand shall be by a sworn statement delivered to or sent by certified mail to the Owner, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the subcontract work. Within ten days after the Subcontractor has delivered or so mailed the demand to the Owner and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the Owner, and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a



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detailed breakdown of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the Subcontractor.

(e) Within fifteen (15) days after receipt of the demand by the Owner, but in no event prior to the seventieth day after substantial completion of the subcontract work, the Owner shall make direct payment to the Subcontractor of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the Contractor, less any amount (i) retained by the Owner as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the Contractor in the sworn reply; provided that the Owner shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The Owner shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

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

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

(h) The Owner shall deduct from payments to the 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 Contractor.

(i) If the Subcontractor does not receive payment as provided in subparagraph (a) or if the Contractor does not submit Application for Payment 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)



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and the 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 Contractor. Thereafter the Owner shall proceed as provided in subparagraphs (e), (f), (g) and (h).

10.5 PAYMENT NOT ACCEPTANCE

10.5.1 No Certificate for Payment, nor any progress payment made by the Owner, nor any partial or full use or occupancy of the Work or the Project by the Owner, shall constitute an acceptance of the Work, or any portion thereof, that is not in accordance with the Contract Documents.

10.6 PAYMENTS WITHHELD

10.6.1 The Architect may decline to certify payment, and may withhold its Certificate for Payment, in whole or in part, to the extent necessary to protect the Owner, if in the Architect's opinion the Architect is unable to make representations to the Owner as provided in Subsection 10.3.2. In such case, the Architect will notify the Owner and the Contractor as provided in Subsection 10.3.1. The Architect will issue a Certificate for Payment for the amount for which it is able to make all of the representations to the Owner set forth in Subsection 10.3.2. The Architect may also decline to issue a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, it may nullify or amend the whole or any part of any Certificate for Payment previously issued, or, notwithstanding that the Architect has issued a Certificate for Payment, the Owner (in addition to and without limitation of any other rights and remedies of the Owner under the Contract Documents) may withhold payment of any amounts claimed to be due by the Contractor and certified for payment by the Architect, in each case to such extent as may be necessary in order to provide for retention covering the fair value of any possible claims the Owner may have against the Contractor, which amounts may include, but shall not be limited to, the fair value of costs or losses arising from:

- (a) defective Work not remedied,
- (b) third party claims filed or reasonable evidence indicating probable filing of such claims,
- (c) failure of the Contractor to make payments properly due to Subcontractors or Suppliers,
- (d) reasonable evidence that the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the Contract Sum,
- (e) reasonable evidence of any previous overpayment or improperly issued payment upon an Application for Payment,



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- (f) improper prior allocation of the Owner's contingency,
- (g) damage to the Owner or another contractor,
- (h) reasonable evidence that the Work is not progressing in accordance with the Project Schedule or will not be completed within the Contract Time,
- (i) failure to carry out the Work in accordance with the Contract Documents or other default by the Contractor under, or failure of the Contractor to comply with any provisions of, the Contract Documents,
- (j) claims for damages for delay (including accrued liquidated or actual damages, if any), or
- (k) any lien, attachment or other encumbrance not discharged as required by the Contract Documents.

If and when the grounds set forth above are removed without cost to the Owner, payment may be requested and shall be made for amounts withheld because of such grounds, less any cost or damage incurred by the Owner as a result thereof.

10.7 SUBSTANTIAL COMPLETION

10.7.1 When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion, is substantially complete as defined in Subsection 9.1.3, the Contractor shall prepare and submit to the OPM for delivery to the Architect and to the Owner all documents, records, permits and licenses required by the Contract Documents in a form satisfactory to the Architect and the Owner, and a monetized punch list of items to be completed or corrected. 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.

10.7.2 When on the basis of an inspection the OPM and the Architect determine that the Work or a designated portion thereof is substantially complete, and when the Contractor has complied with and satisfied all conditions precedent to Substantial Completion provided for in the Contract Documents, the Architect will then prepare and execute a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the respective responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein, which time shall not exceed thirty (30) days. The Contractor shall complete or correct the punch list items within the period specified on the Certificate of Substantial Completion or, if the nature of the corrective work is such that it cannot reasonably be completed, using best efforts, within this period the Contractor shall notify the Owner and the Architect, in writing, of all reasons why the punch list items cannot be completed and provide a schedule for the completion of this work. In the event that Final Completion is delayed beyond thirty (30) days after the Substantial Completion Date, the Owner may withhold from the amounts due to the



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Contractor an amount sufficient to pay any additional costs incurred in connection with the Architect's additional work arising from such delays. Upon such completion and/or correction, the Architect shall promptly reinspect the Work.

10.7.3 Warranties and guarantees required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion.

10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 At such time as the Contractor has fully performed the Work, including all obligations set forth in the Contract Documents and all Work listed on the Certificate of Substantial Completion, the Contractor shall give notice to the Architect and the Owner. The Contractor shall also provide a certificate to the Owner regarding completion of the Work in accordance with the Contract Documents, compliance by the Contractor with the Contract Documents, and such other matters within the scope of the Contractor's performance under the Contract Documents as the Owner may require. Such certificate shall be in form and substance acceptable to the Owner.

10.8.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, the Architect and the OPM will promptly make such inspection and, if they find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a Certificate of Final Completion stating that, based on its observations and inspections, the Work has been completed and that to its best knowledge, information and belief the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor, and noted in said certificate, is due and payable.

10.8.3 The Architect's Certificate of Final Completion will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in this Section 10.8, and elsewhere in the Contract Documents, have been fulfilled in accordance with the requirements of the Contract Documents.

10.8.4 Notwithstanding anything to the contrary in this Section 10.8 contained, if the Owner elects to take occupancy of the Project in stages, final inspection may be performed, at the request of the Contractor or the Owner, in stages (i.e., in respect of the portion of the Work to be occupied by the Owner and such systems, (e.g., mechanical, sanitary, etc.), as are necessary for the Owner's occupancy of such portion of the Project). The provisions of this Section 10.8 shall apply to any staged final inspection, except that in no event shall Final Completion be deemed to have occurred until final inspection has occurred with respect to the entire Work.

10.8.5 Final Completion shall mean the completion of all of the Work in accordance with all of the terms and conditions of the Contract Documents and acceptance thereof after final inspection in accordance with Subsections 10.8.1 through 10.8.4. The date of issuance of the Owner's written notice of acceptance shall be designated as the date of Final Completion.



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Upon Final Completion, the Owner may take over the Site for permanent use and occupancy. A final Application for Payment may be made at any time after the date of Final Completion.

10.8.6 Prior to, and as a condition precedent to, Final Completion, all of the following matters shall have been resolved and documents and items shall have been received and approved in writing by the Owner:

- (a) final documents of similar nature to those required by the Contract Documents in connection with any Application for Payment hereunder; and
- (b) all final permits, approvals, (including, without limitation, the approval of the Owner's insurance company, if required) certificates and affidavits (including, without limitation, certificates in respect of elevator, plumbing, sprinklers, electrical systems and life safety systems, required by governmental authorities) and authorizations for use and occupancy of the Project required by any authority having jurisdiction, including an unconditioned permanent and full Certificate of Occupancy and any other necessary occupancy and use permits (unless such Certificate is not issued solely for reasons as to which the Contractor has no responsibility or over which it has no control); and
- (c) full record "as built" Drawings in the Owner's CADD software approved by the Architect; records and related data including all field notes and daily reports of all the Work, all in accordance with the requirements of the Contract Documents; and
- (d) satisfactory proof that all claims arising out of the Work have been released or bonded; and
- (e) acknowledgment of prior payments (to the extent permitted by law) from all Subcontractors and the Contractor; and
- (f) the Architect's certificate certifying that the Work is complete; and
- (g) a written statement from the Architect that all practical orientation and operating instructions for all materials, systems, and equipment have been satisfactorily completed, and that all required training of Owner's personnel has been completed; and
- (h) a satisfactory report by the Contractor which is approved by the Architect that all mechanical systems have been and are properly balanced; and
- (i) a certificate of insurance for product liability and completed operations insurance coverage for the three year period following Final Completion; and



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- (j) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied; and
- (k) consent of surety, if required, to final payment; and
- (l) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts and releases arising out of the Contract, to the extent and in such form as may be designated by the Owner; and
- (m) delivery of all spare parts required to be submitted pursuant to the Contract Documents; and
- (n) delivery of all Contract Documents and other related materials, with the exception of one record contract set, by the Contractor to the Owner or certification by the Contractor that all such documents were lawfully disposed; and
- (o) a general release of the Owner from the Contractor and each Subcontractor.

If the final documentation submitted by the Contractor is determined not to be complete by the Owner or if the Owner deems the Work incomplete in any respect, the Contractor shall promptly complete any such Work and shall promptly resubmit the final documentation.

10.8.7 The Owner shall not be required to make final payment of any remaining amounts due to the Contractor until Final Completion has occurred. The making of final payment shall not constitute a waiver of any claims by the Owner against the Contractor. The Owner shall have the right, in its sole and absolute discretion, but the Owner shall have no obligation, to accept the Work and make final payment prior to Final Completion, subject to such incomplete items which shall be set forth in a notice sent by the Owner to the Contractor of items, completion of which are necessary for Final Completion. In such event, an amount equal to 200% of the cost of such uncompleted items (as determined by the Architect) (plus any amounts being withheld pursuant to Subsection 10.6.1) shall be retained by the Owner. The amount so retained shall not become due and payable to the Contractor until the Architect certifies that said item or items so listed have subsequently been completed, the Architect's and the OPM's inspection shall have confirmed such to be correct, and the Contractor shall have submitted an Application for Payment with respect to such items. If such items are not completed within forty-five (45) days after such notice to the Contractor, the Owner may, in its sole discretion, cause the same to be completed by such persons or entities as the Owner may choose, and the cost of same shall be paid by the Contractor or deducted, to the extent possible, from any sums then due the Contractor hereunder.

10.8.8 After Final Completion and receipt by the Owner of a proper final Application for Payment, the Owner will calculate the amount of the final payment as follows:

- (a) Take the sum of the remaining contract balance; and



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- (b) Subtract amounts, if any, which the Owner is withholding pursuant to Subsection 10.6.1; and
- (c) Subtract the aggregate of all previous payments made by the Owner.

If at any time the aggregate of previous payments made by the Owner exceeds the amount due the Contractor, the Construction Manager shall reimburse the difference to the Owner.

10.8.9 The acceptance of final payment shall constitute a release and waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final payment.

10.9 STORAGE OF MATERIALS OFF-SITE

10.9.1 The Contractor and its Subcontractors shall obtain prior written approval from the Owner, for permission to store at off-site locations materials or equipment to be incorporated in the Work, for which progress payments will be requested. No out-of-state storage will be permitted by the Owner. Any and all charges for storage, including insurance, shall be borne solely by the Contractor. Before approval, the Owner may require, without limitation, (i) evidence that the location is properly secure, (ii) proper proof of insurance and proof of satisfactory contractual arrangements for transportation to the Site, (iii) proof that Owner will obtain clear title to the materials, and (iv) a certificate from the Contractor stating:

- (a) The name of the Contractor and/or Subcontractor leasing or owning the storage area;
- (b) The location of such storage space, including the storage area; i.e., the entire premises or certain areas of a warehouse giving the number of floors or portions thereof, and a certification that the Contractor has visited such location, verified the storage of such material or equipment therein or thereon, and payment of all current storage charges;
- (c) The date on which the material or equipment is first stored; and
- (d) A description, including quantities and the value of the material or equipment stored.

10.9.2 The Contractor shall furnish to the Owner, not less often than once per month, a current inventory of all materials or equipment being stored at any off-site location.

10.9.3 The Contractor and its Subcontractors shall mark each sealed carton or other item with the name of the Project and the Owner, and all materials or equipment stored off-site shall be segregated to the extent required by the Owner, the OPM, or the Architect.



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10.9.4 Payment for materials or equipment stored off-site shall be at the sole discretion of the Owner. Title to materials or equipment stored off-site shall be transferred at the time at which the Owner pays for them.

ARTICLE 11 SAFETY AND PROTECTION

11.1 SAFETY PRECAUTIONS AND PROGRAMS

11.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including, but not limited to, compliance by the Contractor and all Subcontractors with all safety precautions and programs required by the Occupational Safety and Health Act, other applicable laws and regulations, the Contract Documents, and any insurance carrier providing insurance coverage for the Owner or the Contractor in connection with the Project. Without limiting the generality of the foregoing, the Contractor shall, promptly after execution of the Agreement, prepare a written safety program which shall be submitted to the OPM and the Owner and issued to all Subcontractors and all forces employed on the Work. Such program shall include weekly safety meetings with representatives of all Subcontractors working on the Site, and the Contractor shall prepare, circulate and maintain on file at the Site minutes of all safety meetings. The Contractor shall ensure that all forces employed on the Work are free of drugs and alcohol and are provided with all necessary personal protective equipment. The Contractor's written safety program shall identify, by trade, tasks for which specific safety planning and precautions are necessary and the steps necessary to implement such precautions. The Contractor shall plan hazardous sequences in advance, shall institute procedures for reporting any injuries and providing for emergency medical care and shall report to the OPM when such sequences are to commence and when completed.

11.1.2 The Contractor shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's Project Superintendent unless otherwise designated by the Contractor in writing to the OPM.

11.2 SAFETY OF PERSONS AND PROPERTY

11.2.1 The Contractor shall take all necessary precautions for the safety of, and shall provide all protection necessary to prevent damage, injury or loss to:

- (a) all employees on the Work and all other persons or other entities who may be affected thereby;
- (b) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site; and
- (c) other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, improvements and utilities not



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designated for removal, relocation or replacement in the course of construction.

Without limitation, the Contractor shall provide security watch service at all such times as are necessary to protect the interests of the Contractor and the Owner and to provide for the safety and security of the general public, employees and agents of the Owner, the OPM and the Architect, and other persons who may be affected by the Work, and to exclude unauthorized persons from the Site.

11.2.2 The Contractor shall give all notices and comply with all Applicable Laws bearing on the safety of persons or property or their protection from damage, injury or loss.

11.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including fencing and posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities and other improvements as more particularly set forth in the Specifications.

11.2.4 The Contractor shall satisfactorily conduct its work at all highway crossings and along all highways, street and other ways in accordance with the permission and requirements of the proper authorities. Vehicular traffic shall be routed over temporary detours during construction when required to maintain proper flow of traffic. The Contractor shall plan and conduct its operations in such a manner that the continuous flow of traffic is uninterrupted and with a minimum of inconvenience to the general public. The Contractor shall prepare a plan for construction and traffic management acceptable to the Owner and the municipal authorities. The Contractor shall arrange for and provide all policemen required by the town or city in which the Project is located to be present at or adjacent to the Site for traffic control purposes. The cost of all policemen so required shall be borne by the Contractor and included in the Contract Sum.

11.2.5 The Contractor shall assume all responsibility for the protection of property of adjacent owners so far as affected by its operations. The Contractor shall provide temporary protection at all openings in the outside fences or walls to prevent unauthorized persons from obtaining access during the night and at other non-working hours. The Contractor acknowledges that there may be Construction projects being undertaken on adjacent properties and will coordinate the Work with such other projects as required.

11.2.6 Blasting operations, if any, shall be specifically approved in advance in writing by the Architect, shall be conducted by experienced personnel and in strict accordance with the rules and regulations of the Massachusetts Department of Public Safety governing the keeping, storage, use, manufacture, sale, handling, transportation or other disposition of explosives, and such other rules and regulations as may be promulgated from time to time by authorities having jurisdiction, and shall not be commenced until the Contractor provides written evidence to the Owner that XCU coverage is in force and effect as required by Subsection 12.2.3 hereof. When the use or storage of explosives or other hazardous materials or equipment is



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necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

11.2.7 The Contractor shall promptly remedy all damage or loss (excluding damage or loss insured under the property insurance carried by the Owner, if any, as provided in the insurance requirements contained in the Contract Documents, but including losses within the deductibles of such insurance) to any property referred to in Subsection 11.2.1 caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under this Article 11, except to the extent that the damage or loss is attributable to the acts or omissions of the Owner, the OPM or the Architect. The foregoing obligations of the Contractor are in addition to its obligations under Article 5.

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

11.2.9 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment, and shall comply with all recommendations regarding fire protection made by the representatives of the insurance company or companies carrying insurance on the Work or by the local fire chief or fire marshal. The Site shall be kept orderly and clean, and all combustible rubbish shall be removed from the Site daily.

11.2.10 The Contractor shall at all times protect excavations, trenches, structures, materials, equipment and fixtures from damage from rain water and other weather, ground water, back-up or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water at the Project Site. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end. The Contractor shall remove snow and ice which might create a hazard on or about the Site or result in damage or delay.

11.2.11 The Contractor shall take all necessary precautions to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner forming part of the Work, or located within those areas of the Project to which the Contractor has access. The Contractor shall have full responsibility for the security of such property of the Owner and shall reimburse the Owner for any such loss, damage or injury resulting from vandalism, theft, burglary, pilferage, unexplained disappearance or any other cause, to the extent that the same is not covered by the Owner's insurance.

11.2.12 In the event the Contractor discovers any active utility line which had not yet been disclosed in any survey, it shall cease all work in the immediate area which may affect such line and shall promptly notify the Owner, OPM, and the affected utility company. The Contractor shall not restart work without notice from and approval of the OPM.

11.2.13 The Contractor shall at all times provide and maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.



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11.2.14 The Contractor shall protect all finished surfaces of the Work, including the jambs and soffits of all openings used as passageways or through which materials are handled, against any possible damage resulting from the conduct of Work by the Contractor or by any separate Contractors.

11.2.15 In the event of temporary suspension of Work and during inclement weather, or whenever further directed by the Owner or Architect, Work and materials shall be adequately protected against damage. The Contractor shall take special precautions to prevent damage to materials and work installed in cold or freezing weather, by providing adequate temporary heat and suitable enclosures or covering. The ground surfaces under footings and under pipe lines, and all concrete and masonry work, shall be protected against frost and freezing. The minimum measures to be taken shall be in accordance with the requirements for winter conditions as set forth in the current edition of ACI-318-83 "Building Code Requirements for Reinforced Concrete" published by the American Concrete Institute. The Contractor shall provide temporary weathertight enclosures for all exterior openings to protect the Work from freezing weather and to maintain proper building temperatures for operations of all trades.

11.2.16 The Contractor shall provide ventilation of enclosed areas during construction as required to permit proper curing and drying out, and to prevent excessive humidity, moisture and condensation. Ventilation shall be by natural or artificial means as required by the conditions involved.

11.2.17 The Contractor shall control the safe handling and storage of all explosives, welding materials, acetylene and oxygen tanks, and other equipment required for blasting operations, welding and cutting work at the Site. All welding materials and equipment shall be removed promptly from the premises and upon completion of the welding and cutting work. No welding torch or other open flames will be used within any building without a fire watch with an appropriate fire extinguisher or within one hour of quitting time.

11.2.18 The Work shall be performed in such a manner as to prevent fire, and during any Work involving a fire hazard the Contractor shall take all necessary precautions against fires starting and spreading on the Site, within buildings and temporary structures. The Contractor shall provide and maintain sand buckets, suitable fire extinguishers and hoses where and as required to provide adequate means of extinguishing fires. Fire prevention requirements may be directed by the Owner's insurance agents and the local Fire Department. Permanent standpipes shall be made available during construction. Gasoline and other flammable liquids shall not be stored within buildings; shall be stored in and dispensed from U.L. listed safety containers in conformance with N.B.F.U. recommendations and the requirements of all authorities having jurisdiction. The Contractor shall make arrangements for periodic inspection by town/city fire protection authorities and insurance underwriters' inspectors, cooperate with them and promptly carry out their recommendations.

11.3 EMERGENCIES



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11.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss and shall as promptly as conditions permit notify insurance carriers and the OPM of the nature of the emergency and circumstances related thereto. Immediately thereafter, the Contractor shall prepare a written report setting forth in detail the action taken and describing in detail all circumstances and conditions which are related to such action. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 13 for Changes in the Work.

ARTICLE 12 BONDS AND INSURANCE

12.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

12.1.1 The Contractor shall furnish a performance bond and a labor and materials payment bond, each for the full amount of the Contract Sum. The performance bond and the labor and materials payment bond shall be in the unmodified form of the AIA A312-2010 performance and payment bonds. The Owner reserves the right to specify any alternative form for the performance or payment bond. Each bond shall name the Owner as obligee and each shall be issued by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and whose name appears on the United States Treasury Department Circular 570. The bond premiums shall be included in the Contract Sum and shall be paid by the Contractor. If the Agreement provides for the imposition of liquidated or actual damages in the event that the Contractor fails to complete the Work within the Contract Time, then the obligations assumed by the surety under the performance bond shall include the payment of such liquidated or actual damages. These bonds shall remain in effect for the entire Guarantee Period, as defined in Subsection 14.2.2. All bonds shall be executed in the required number of counterparts and shall be submitted to the Owner for insertion into the Contract Documents prior to the execution of the Agreement.

12.2 CONTRACTOR'S LIABILITY INSURANCE

12.2.1 The Contractor shall purchase and maintain such insurance as will protect it and the other parties specified or referred to in Subsection 12.2.10 below from claims referred to below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

12.2.2 The Contractor shall purchase and maintain during the life of the Agreement:

- (a) Insurance sufficient to discharge its obligations under all applicable workers' compensation laws of the Commonwealth of Massachusetts and the United States.



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- (b) Employer's liability insurance with minimum limit per accident or disease of \$1,000,000.
- (c) Statutory disability and other employee benefit insurance.

12.2.3 The Contractor shall purchase and maintain commercial general liability insurance, which coverage shall be in a form no less broad than ISO CG 00 01 12 07 or its equivalent and covering the full scope of this contract with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal or bodily injuries and for property damage. A per occurrence limit of not less than \$5,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by the Owner within the scope of the Contract. Such insurance shall include at least the following:

- (a) Commercial general liability insurance, including all products, premises-operations, completed operations for at least three (3) years following acceptance and final payment, independent contractors, additional interests of employees, sudden and accidental pollution and contamination, and incidental medical malpractice, and including notice of occurrence and knowledge of occurrence endorsements satisfactory to the Owner.
- (b) Blanket contractual liability insurance covering all liabilities assumed under the Contract Documents, including, but not limited to, the Contractor's obligations under Article 5 of the General Conditions.
- (c) Coverage for the so-called "XCU" hazards (explosion, collapse of buildings, blasting, undermining, and damage to underground property). Before any blasting is done, the Contractor shall provide to the Owner written evidence that blasting damage is included in the Contractor's insurance coverage.

12.2.4 The Contractor shall purchase and maintain automobile liability insurance, which coverage shall be in a form no less broad than ISO CA 00 01 03 10 or its equivalent and covering all owned, non-owned and hired vehicles with a limit of not less than \$1,000,000 per accident for bodily injury, including death and property damage.

12.2.5 The Contractor shall also purchase and maintain umbrella form excess liability insurance in the limits specified below and containing coverage no less restrictive than that required under Subsections 12.2.2, 12.2.3, and 12.2.4 above. The required primary insurance shall be listed as underlying coverage in the first layer of the umbrella policy. Nothing contained herein shall be interpreted to restrict or prohibit the Contractor from carrying, or requiring any of its Subcontractors to carry, insurance in addition to that required hereby. The Contractor's umbrella excess policies shall contain a minimum total occurrence and aggregate limit of \$10,000,000.



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12.2.6 The Owner shall have the right to require that the coverages and limits of liability set forth in Subsections 12.2.2, 12.2.3, 12.2.4, and 12.2.5 be expanded or raised if required by law or any lender of the Owner, or if in the Owner's judgment economic conditions or other factors so warrant. If additional costs are incurred because of raised limits, the additional cost shall be added to the Contract Sum. The Owner shall also have the right to reduce the coverages and limits of liability set forth in Subsections 12.2.2, 12.2.3, 12.2.4, and 12.2.5 if in the Owner's judgment the degree of risk associated with any portion of the Work warrants reduced coverage and limits of liability.

12.2.7 Insurance coverages similar to those required of the Contractor shall be provided by or on behalf of all Subcontractors to cover their operations performed under the Contract Documents. The Contractor shall be held responsible for compliance with and enforcement of the insurance requirements and for any modifications of these insurance requirements as they apply to Subcontractors. The Contractor shall not permit any Subcontractor to commence work until such Subcontractor has furnished evidence that insurance has been procured and certificates of insurance have been obtained by the Contractor providing that, in the event of non-renewal or cancellation of Subcontractor's policies, thirty (30) days advance written notice will be given to the Contractor by registered mail. Copies of such certificates and, upon Owner's written request, copies of the insurance policies shall be delivered to the Owner, who shall be designated as a certificate holder.

12.2.8 Prior to the commencement of the Work, the Contractor shall cause its insurance company or companies to provide insurance certificates, which shall be attached as **Exhibit G** to the Agreement, and, upon Owner's written request, copies of insurance policies acceptable to the Owner and the other additional insureds specified in Subsection 12.2.10 below evidencing the above coverages to be furnished the Owner and the other additional insureds specified in Subsection 12.2.10 below by the Contractor's insurance company. Such certificates and all insurance policies required by this Article 12 shall contain provisions requiring at least 30 days' prior written notice to the Owner and to other certificate holders of any cancellations or non-renewals of the policies. Certificates shall indicate effective dates and dates of expiration of policies. An additional certificate evidencing continuation of all insurance coverages required to remain in force after final payment shall be submitted with the application for final payment, and neither final payment nor any remaining retainage under this Contract shall be due until such certificate has been submitted to the Owner.

12.2.9 The Owner is to be furnished originals or certified copies of the policy or policies including all endorsements required to provide stated coverage within 10 days after commencement of Work under this Contract.

12.2.10 All insurance policies provided pursuant to the Contract shall be written by companies licensed to do business in the Commonwealth of Massachusetts and having an A.M. Best rating of A-, VIII or better, or otherwise acceptable to Owner, in its reasonable discretion, and shall be in form satisfactory to the Owner. All such policies shall name as additional insureds, under endorsements no less broad than CG 20/10 (11-85) or both CG 2026 (7/04 version) and CG 2037 (7/04 version), the Owner, affiliates and participants of the Owner, the State University, the



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Commonwealth of Massachusetts, and any other parties as the Owner may identify by notice to the Contractor from time to time. All such policies shall contain provisions or endorsements necessary to assure coverage of claims by one additional insured against another additional insured. All required insurance policies are to be endorsed to state that the Contractor's policies shall be primary to all other insurance available to the Owner, which insurance shall be excess of all other valid and collectible insurance policies. The Contractor shall bear all costs of any amounts deductible, retained or self-insured under the policies required to be maintained by the Contractor.

12.2.11 The purchase of insurance to satisfy the above requirements, or the furnishing of certificates evidencing same, shall not be a satisfaction of the Contractor's liability under this Contract or in any way modify the Contractor's indemnification of the Owner.

12.2.12 Certificates and policies of insurance shall be filed with the Owner.

12.3 PROPERTY INSURANCE

12.3.1 The Owner shall purchase and maintain property insurance insuring against the perils of fire and extended coverage and including "all risk" builders' risk insurance for physical loss or damage to the Work, including all labor, materials, supplies, machinery, equipment, fixtures, temporary structures and all other work of whatever nature, used or to be used in or incidental to the construction, fabrication, erection or completion and testing of the Work, until Final Completion. Limits shall be 100% of the replacement value of the Work. Such insurance shall protect the interests of the Owner, the Contractor and all Subcontractors performing work at the Site, and the proceeds in case of loss may be held by the Owner and applied by it in the manner hereafter set forth. The Owner shall have power to adjust and settle any loss with the insurers, using due diligence to protect the interests of the Contractor and Subcontractors, subject to the rights of the Owner. The Owner's property insurance will not cover any tools, equipment, materials, supplies, temporary structures or other property owned or rented by the Contractor or Subcontractors which is not to be incorporated in the Work. The Contractor and Subcontractors assume these excluded risks, and waive all rights they may have against the Owner for damage to such items, and any policy of insurance covering the Contractor's own tools, equipment, facilities and other property against loss by physical damage shall include an endorsement providing that the underwriters waive their rights of subrogation against the Owner. Upon request, the Owner will furnish the Contractor with a certificate of such insurance coverage, which shall be attached as **Exhibit G** to the Agreement. In the event a claim is made on the Owner's builder's risk insurance policy, then, upon the Contractor's written request, the Owner will furnish the Contractor with a copy of the policy. The Contractor shall not be entitled to be listed as an additional named insured on such property insurance policy, but upon written request of the Contractor, the Contractor shall be a loss payee of such policy.

12.3.2 The Owner, as trustee for the parties in interest, shall receive the proceeds of any insurance upon the occurrence of an insured loss, and shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or in accordance with an award or finding of a court of competent jurisdiction. If after such loss no other agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.



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12.3.3 The Contractor shall be completely responsible for the proper care and protection of the Work. The Contractor shall be responsible for all losses within the deductible specified above, and the Contractor shall promptly, and in any event so as not to delay the progress of the Work, replace or reimburse the Owner for any property to the extent loss or damage to such property is within the deductible.

12.3.4 If there is a casualty resulting in a loss of more than 20% of the Contract Sum, as determined by the Owner, then the Owner may elect to terminate the Contract upon seven (7) days' notice to the Contractor and the Architect, and the Contractor shall be entitled to payment for all Work executed in accordance with the Contract Documents prior to said termination. Contractor shall have no claim for payment for loss of profit on that portion of the Work not executed.

12.3.5 The Owner and the Contractor waive all rights against (i) each other and the Subcontractors, consultants, agents and employees each of the other, and (ii) the Architect, the OPM, and separate contractors, if any, and their Subcontractors, sub-Subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Section 12.3 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner. The foregoing waiver afforded the Architect, its agents and employees shall not extend to the liability imposed by Subsection 5.1.4. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, and Subcontractors by written agreements, similar waivers each in favor of all other parties enumerated in this Subsection 12.3.5.

12.4 PROFESSIONAL LIABILITY INSURANCE

12.4.1 If the Work performed by the Contractor or any Subcontractor requires design and/or other professional services, the Contractor shall purchase and maintain, and shall cause any such Subcontractor to purchase and maintain, professional liability insurance for claims arising out of the negligent performance of such professional services. Professional liability coverage shall be written for minimum limits of \$2,000,000 per claim and annual aggregate with a deductible no greater than \$100,000. Professional liability coverage may be provided on a "claims made" basis if it includes a retroactive date that is no later than the effective date of this Agreement, and such insurance coverage shall be maintained for a period at least six (6) years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of acceptance by the Contractor of final payment under this Agreement; or (4) the date of final completion of the Project and the taking of possession of the Project for occupancy by the Owner. Throughout the term of this Agreement and the entire six (6) year period, the Contractor and any such Subcontractor shall provide renewal certificates of professional liability insurance to the Owner as evidence that this coverage is being maintained. Alternatively, the six (6) year maintenance period for this coverage may be satisfied by providing an extended reporting period endorsement.

ARTICLE 13 CHANGES IN THE WORK



13.1 CHANGE ORDERS

13.1.1 The Contract Sum and the Contract Time may be changed only by duly executed Change Order. A Change Order signed by the Contractor indicates its agreement therewith, including the adjustment, if any, in the Contract Sum or the Contract Time. The compensation specified in the executed Change Order includes full payment for the changes in the Work covered thereby, and the Contractor waives all rights to any other compensation for the changes in the Work, damage, or expense including, but not limited to, all claims of cumulative impact.

13.1.2 The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly, if necessary. All such Changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

13.1.3 With respect to Change Orders, upon the request of the Owner or the Architect, the Contractor shall submit to the Owner and the Architect, as soon as reasonably possible but in any event within twenty (20) days of the Contractor's receipt of a request therefor, an accurate written statement setting forth in detail, with a suitable breakdown for each trade and work classification, and including a breakdown of the items set forth in Subsection 13.1.5 below. The Contractor shall state in such proposal any change to the Contract Time required for the completion of the Work if the Change Order is approved. The Contractor shall promptly revise and resubmit such proposal if the Owner or the Architect determines that the proposal is not in compliance with the requirements of this Article, or that it contains errors or ambiguities. Once it has been reviewed and approved by the Owner and Architect, the Change Order shall be submitted to the Contractor for Execution.

13.1.4 The amount by which the Contract Sum shall be adjusted as a result of a Change Order shall be determined in one or more of the following ways, as the Owner in its sole discretion shall determine:

- (a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- (b) by unit prices stated in the Contract Documents or subsequently agreed upon; or
- (c) by the actual cost of the changed Work pursuant to Subsection 13.1.5.

13.1.5 The cost of such changed Work shall be computed as follows:

(a) the allowance for combined overhead, superintendence, and profit shall not exceed the following percentages of the net cost of the changed Work:

(i) for changed Work performed by the Contractor, ten (10) percent of the Contractor's net cost;



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(ii) for changed Work performed by Subcontractors; ten (10) percent of the Subcontractors' combined net cost, plus ten (10) percent of the total amount paid the Subcontractors as Contractor's overhead, superintendence, and profit. In no event shall the aggregate markup for overhead, superintendence, and profit of the Contractor and all Subcontractors exceed twenty (20) percent.

(b) It shall be the Contractor's obligation to ensure an equitable division of the 10 percent paid to a Subcontractor with the Subcontractor's lower tier subcontractors. No additional markup shall be permitted for lower tier subcontractors.

(c) Contractor and each subcontractor involved in the changed Work shall, in addition to the cost of the changed Work plus allowable markups, be compensated for actual increased cost of required bonds. Bond increases shall be calculated based on the total cost of the change, including overhead, superintendence, and profit mark-ups.

(d) Cost of the Work Definition: Cost of the changed Work shall include the cost at prevailing rates for direct labor, material, and use of equipment, plus the cost of workmen's compensation insurance, liability insurance, federal social security and Massachusetts unemployment compensation. No mark-up shall be paid on the premium portion of overtime pay.

(e) Overhead, Superintendence and Profit Definition: The mark-ups by the Contractor or Subcontractor for overhead, superintendence, and profit shall include (and no additional payment shall be made for) general conditions, management, supervision, pricing, documentation, coordination, insurance, mobilization, record drawings, engineering/layout, small tools/computers, "tools of the trade", transit, staging/scaffolding, lifting, hoisting, dumpster, handling, clean-up, shipping/receiving, administration, accounting, punch-list, O&M manuals, estimator time, schedule updating, safety protection, certified payrolls, and the like.

(f) Where the changes in the Work involve both, an increase and a reduction in similar or related Work, the overhead, superintendence, and profit allowance shall be applied only to the cost of the increase that exceeds the cost of the reduction, i.e., the net cost.

(g) The Contractor shall review all quotations from Subcontractors and shall assure that pricing is fair and equitable before forwarding such proposed pricing to the Owner and the Architect.

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

13.1.7 Proposals as provided for in Subsection 13.1.4(a), above, shall be accompanied by a detailed breakdown of estimated costs of labor, materials, equipment and insurance, including a similar breakdown of costs for subcontracted Work. Such proposals shall



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be subject to the Architect's review and acceptance by the Owner which will be based upon the Contractor's satisfactory demonstration that all costs and charges included therein are fair and reasonable, consistent with current price indexes for labor, materials and equipment, and do not in any way reflect exorbitant or non-applicable charges. Proposals shall be based on the approved Schedule of Values where applicable. The Contractor shall cooperate fully with the OPM and the Architect to whatever extent necessary in providing adequate substantiation of cost and in conducting negotiations pertaining thereto.

13.1.8 The Contractor shall not subcontract any Work under a Change Order unless work under the basic Contract of a similar type was previously subcontracted, or unless the Owner specifically approves and accepts such subcontracting in advance and in writing; and Subcontractors will not be allowed to further subcontract any Work under a Change Order without the prior written approval and acceptance of the Owner, unless Work under the basic Contract of a similar type was previously subcontracted by them. No mark-up shall be allowed on bond premiums of the Contractor or any of the Subcontractors.

13.2 CONSTRUCTION CHANGE DIRECTIVES

13.2.1 The Owner may order the Contractor to proceed with changes in the Work consisting of additions, deletions or other revisions prior to incorporation thereof in the Contract by issuance of a Change Order or in the event of the Owner and the Contractor to agree on an appropriate Change Order. All such changes shall be authorized by Construction Change Directives issued by the Owner through the Architect.

13.2.2 The Construction Change Directive shall include a description of the work involved and the basis for revision, if any, in the Contract Sum or Contract Time or both.

13.2.3 Within the time period specified in Subsection 13.1.3, the Contractor shall submit to the Architect and the Owner final costs for work required by the Construction Change Directive in accordance with Subsections 13.1.6 through 13.1.8, and request for change, if any, in the Contract Sum or Contract Time or both, for review by the Architect and inclusion in a subsequent Change Order.

13.3 DIFFERING SUBSURFACE OR LATENT PHYSICAL CONDITIONS

13.3.1 Pursuant to Section 39N of Chapter 30 of the Massachusetts General Laws, changes in the Work based on concealed subsurface or latent conditions shall be in accordance with the following:

If, during the progress of the Work, the Contractor or the Owner 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 Owner may request an equitable adjustment in the contract price of the Contract applying to the 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



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claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from the Contractor, or upon its own initiative, the Owner 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 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 Owner shall make an equitable adjustment in the contract price and the Contract Documents shall be modified in writing accordingly.

13.4 CLAIMS FOR ADDITIONAL COST OR DAMAGES

13.4.1 If the Contractor wishes to make a claim for an increase in the Contract Sum by reason of any work required to be performed or materials furnished by it or by reason of any event, circumstance, occurrence, direction or interpretation, or if it wishes to make a claim for damages by reason of any act or omission of the Owner or the Architect, including, without limitation, any order by the Owner to stop the Work pursuant to Section 17.1 where the Contractor was not at fault, the Contractor shall give the Owner written notice thereof within seven (7) days after the occurrence of the event giving rise to such claim, otherwise it shall be waived. Such notice shall be given by the Contractor before proceeding to execute the work involved, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Section 11.3. A written report by the Contractor setting forth the facts and reasons for proceeding under Section 11.3 shall be submitted by it in support of its claim for relief under Section 11.3. No such claim for an increase in the Contract Sum or any other matter described above shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment, if any, to the Contract Sum or the Contract Time, it shall be determined by the Architect, subject to the provisions of Article 19.

13.4.2 The Contractor understands that no director, member, trustee, officer, principal, employee, agent or other representative of the Owner, the OPM or the Architect has authority to waive compliance with the notice provisions of this Section 13.4.

13.4.3 The Contractor shall maintain a current listing of unresolved claims under this Section 13.4 and under Section 9.4

13.5 PENALTIES FOR FALSE CLAIMS

13.5.1 The attention of the Contractor and all Subcontractors is drawn to the following provisions of the Massachusetts General Laws:



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(a) Chapter 93, Section 9B: Any person who shall make or cause to be made, or present or cause to be presented, for payment or approval, to or by any employee, department, agency, or public instrumentality of the commonwealth, or any political subdivision thereof, any claim upon or against any department, agency, public instrumentality of the commonwealth, or any political subdivision thereof, knowing such claim to be false, fictitious or fraudulent, or who, for the purpose of obtaining or aiding to obtain the payment or approval of such claim, makes, uses, or causes to be made or used, any false bill, receipt, voucher, roll, account, claim, certificate, affidavit, or deposition, knowing the same to contain any fraudulent or fictitious statement or entry, shall forfeit and pay to the commonwealth, or any political subdivision thereof, the sum of two thousand dollars and, in addition double the amount of damages which the commonwealth or political subdivision thereof may have sustained by reason of the doing or committing of such act, together with the costs of the action. Any such action may be brought in the superior court of the county in which the person resides or has his principal place of business, or in the superior court department of the trial court for Suffolk County.

(b) Whoever makes or presents to any employee, department, agency or public instrumentality of the commonwealth, or of any political subdivision thereof, any claim upon or against any department, agency, or public instrumentality of the commonwealth, or any political subdivision thereof, knowing such claim to be false, fictitious, or fraudulent, shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state prison for not more than five years, or in the house of correction for not more than two and one-half years, or both.

13.5.2 The Contractor's attention is also directed to M.G.L. c. 266, § 67B which provides criminal penalties for false claims by Contractor under this Contract: "Whoever makes or presents to any employee, department, agency or public instrumentality of the commonwealth, or of any political subdivision thereof, any claim upon or against any department, agency, or public instrumentality of the commonwealth, or any political subdivision thereof, knowing such claim to be false, fictitious, or fraudulent, shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state prison for not more than five years, or in the house of correction for not more than two and one-half years, or both."

13.6 MINOR CHANGES IN THE WORK

13.6.1 The Architect will have authority to order minor Changes in the Work not involving an adjustment in the Contract Sum or an adjustment of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Architect's Supplemental Instructions, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such Architect's Supplemental Instructions promptly.

ARTICLE 14 CORRECTION OF WORK

14.1 UNCOVERING OF WORK



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14.1.1 If any portion of the Work should be covered contrary to the request of the Architect or the OPM or contrary to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, the OPM, or the Owner, be uncovered for observation by the Architect and replaced at the Contractor's expense.

14.1.2 If any other portion of the Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect through the OPM, may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in Article 7, in which event the Owner shall be responsible for the payment of such costs.

14.2 CORRECTION OF WORK

14.2.1 The Contractor shall promptly correct all Work rejected by the Architect or the Owner as defective or as failing to conform to the Contract Documents, whether observed before or after Substantial Completion or Final Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's additional services made necessary thereby.

14.2.2 Without limiting any other rights which the Owner has hereunder or pursuant to law, if, within one (1) year after the date of Substantial Completion of the Work or portion thereof designated by the Owner or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable guarantee or warranty required by or referred to in the Contract Documents (the "Guarantee Period"), any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct such defective work promptly after receipt of a written notice from the Owner to do so and shall reimburse the Owner for any expenses it shall have incurred in inspecting or testing such portion of the Work. The obligations provided in this Section 14.2 shall survive termination of the Contract and the making of final payment hereunder and may be extended pursuant to the provisions of Subsection 18.1.4.

14.2.3 The Contractor shall remove from the Site all portions of the Work which are defective or nonconforming and which have not been corrected under Article 18 or Subsections 14.2.1 and 14.2.2, unless removal is specifically waived in writing by the Owner.

14.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Article 18 or Subsections 14.2.1 and 14.2.2, the Owner may correct it in accordance with Section 17.2.

14.2.5 If the Contractor does not proceed with the correction of such defective or nonconforming work within a reasonable period of time (fixed by the OPM or the Architect in writing) after receipt of a written notice from the OPM or the Architect to correct such Work, the



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Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

14.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

14.2.7 Nothing contained in this Section 14.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Article 18 hereof, or under law. The establishment of the Guarantee Period of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any guarantee or warranty required by or referred to in the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which its obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligations other than specifically to correct the Work.

14.3 ACCEPTANCE OF DEFECTIVE OR NONCONFORMING WORK

14.3.1 If the Owner prefers to accept defective or nonconforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 15 PARTIAL USE OR OCCUPANCY

15.1 OWNER'S RIGHT TO USE AND OCCUPY

15.1.1 The Owner shall have the right to use and occupy spaces, areas, systems and other portions of the Work prior to completion and acceptance of all the Work or of other portions of the Work, provided that in the opinion of the Architect such use or occupancy shall not interfere with the Contractor's operations nor delay it in completing the entire Work. If the Owner desires to exercise its right of partial occupancy and use under this Section 15.1, the Owner shall give, through the OPM, reasonable notice thereof to the Architect and the Contractor. If the Architect determines that the proposed use or occupancy would not interfere with the Contractor's operations or delay it in completing the entire Work, the Contractor shall cooperate with the Owner in providing basic services and facilities reasonably required for the proposed use or the health,



safety and comfort of the users or occupants and other parties lawfully present on or entering or leaving the Site such as heating, ventilating, cooling, water, lighting, power, fire protection, elevator and telephone services for the space or spaces to be occupied. If the equipment required to furnish such services is not entirely completed at the time the Owner desires to use or occupy the aforesaid space or spaces, the Contractor shall make every reasonable effort to complete the same as soon as possible so that the necessary equipment can be put into operation and use. Mutually acceptable arrangements shall be made between the Owner and the Contractor with regard to procedures, terms, and conditions governing the operation and maintenance of such services and facilities as may be utilized for the benefit of the Owner. The Owner will assume proportionate and reasonable responsibility for operation of systems, equipment and/or utilities required to provide such services, in part or in total, including proportionate and reasonable expenses of operation incidental thereto, and mutually acceptable arrangements shall be made as to guarantees and warranties affecting designated portions or elements of the Work associated therewith.

15.2 PARTIAL USE NOT ACCEPTANCE

15.2.1 The Owner's use or occupancy of such designated areas or portions of the Work prior to completion and acceptance of all or portions of the Work pursuant to Section 15.1 shall not constitute acceptance of systems, materials, or elements of the Work which are not in accordance with the requirements of the Contract Documents, nor relieve the Contractor from its obligation to complete the Work, or its responsibility for loss or damage due to or arising out of defects in, or malfunctioning of, systems, materials, equipment, or elements of the Work, nor from other unfulfilled obligations or responsibilities of the Contractor under the Contract. If, however, damage results to such designated areas or portions of the Work, in whole or in part, from any act of the Owner, then the Owner will assume its proportionate responsibility for such damage, to the extent that such damage is not covered by insurance provided in accordance with the terms of the Contract Documents.

15.3 NO CLAIM FOR DELAY

15.3.1 The Contractor shall make no claim for any adjustment to the Contract Sum or the Contract Time or for damages of any kind arising directly or indirectly out of the exercise by the Owner of the rights reserved under this Article 15.

ARTICLE 16 TERMINATION OF THE CONTRACT

16.1 TERMINATION BY THE CONTRACTOR

16.1.1 If the Owner has failed to make a progress payment properly due and payable to the Contractor, then the Contractor, if not in default hereunder, may give the Owner written notice of its intention to terminate the Contract and if, after thirty (30) days after the Owner's receipt of such notice, the default of the Owner shall not have been cured or action by the Owner to effect such cure shall not have been commenced within such thirty (30) day period and



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diligently pursued, as the case may be, then the Contractor may terminate the Contract and recover from the Owner payment for all Work executed in accordance with the Contract Documents based on the percentage of the Work properly completed as determined by the Architect.

16.2 TERMINATION BY THE OWNER

16.2.1 If any one (1) or more of the following events set forth in clauses (i) through (xiii) hereof shall occur:

- (i) a petition is filed by the Contractor, or against the Contractor with its consent, under any federal or state law concerning bankruptcy, reorganization, insolvency or relief from creditors; or
- (ii) such a petition is filed against the Contractor without its consent; or
- (iii) the Contractor becomes insolvent or is generally not paying its debts as they become due; or
- (iv) the Contractor consents to the appointment of a receiver, trustee, liquidator, custodian or the like of the Contractor or of all or any substantial portion of its assets; or
- (v) a receiver, trustee, liquidator, custodian or the like is appointed with respect to the Contractor or takes possession of all or any substantial portion of its assets; or
- (vi) the Contractor makes an assignment for the benefit of creditors; or
- (vii) there has been a material adverse change in the financial condition of the Contractor; or
- (viii) the Contractor's bonding or surety company shall refuse to issue a labor or material payment or performance bond or other similar guarantee of performance with respect to the Project; or
- (ix) due to the fault of the Contractor (and not due to causes beyond the Contractor's reasonable control): (a) the Work is unreasonably delayed or discontinued, or (b) the execution of the Work ceases for more than three (3) days, or (c) the Work is delayed so that, in the Owner's judgment, the Work cannot be completed on or prior to the expiration of the Contract Time;
- (x) the Contractor defaults in its obligation to perform the Work in a skilled and expeditious manner or refuses or fails to supply sufficient labor, materials, equipment and facilities to assure the proper progress of the Work; or



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- (xi) the Contractor fails to make prompt payment to any Subcontractor(s);
- (xii) the Contractor fails to comply with Applicable Laws; or
- (xiii) the Contractor otherwise violates or fails to comply with any material provision of the Contract Documents;

then, in any such event, the Owner may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate the Contract and the employment of the Contractor and hold the Contractor and its sureties liable in damages for breach of the Contract Documents, or may direct the Contractor to discontinue the Work or any designated portion thereof and take possession of the Site or any portion thereof and possession and use of any and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work or any portion thereof by whatever method it may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is fully completed. The Owner shall not be liable for any depreciation, loss or damage to such materials, equipment or tools during such use thereof, nor thereafter prior to removal thereof by the Contractor after completion of the Work. The Owner may, at its option, require the Contractor's surety or sureties to complete the Work in accordance with the Contract Documents. If the Owner elects to terminate this Contract pursuant to the provisions of this Section and it is subsequently determined that none of the foregoing events have occurred, then such termination, at Owner's election, may be deemed a termination pursuant to Subsection 16.2.3.

16.2.2 When the Work is fully completed by the Owner, if the costs incurred by the Owner in finishing the Work, including the cost of any additional services of the Architect or others, when added to the payments made to the Contractor prior to termination, exceed the Contract Sum, the Contractor or its sureties shall pay the amount of such excess to the Owner, together with interest thereon from the date incurred by the Owner until paid by the Contractor at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston. If the sum of such costs and payments is less than the Contract Sum, the Contractor shall be paid for any costs, as certified by the Architect on the basis of its determination of "cost" under Subsection 13.1.8, incurred by the Contractor but not paid for prior to the termination, to the extent that such payment does not cause the total of payments to the Contractor when added to the cost of finishing the Work to exceed the Contract Sum. In case of such termination of the Contract pursuant to this Article 16, the Owner may, at its election, assume and become liable for obligations, commitments and unsettled claims that the Contractor has previously undertaken or incurred in good faith in connection with the Work. Without limiting the generality of the foregoing, the Owner shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of such assumption or assignment by the Owner, no such Subcontractor shall have any claim against the Owner or such third party for Work performed by such Subcontractor or other matters arising prior to termination of the Contract except as expressly provided by law, and the Owner or such third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after such assumption. Should the Owner



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so elect, the Contractor shall execute and deliver all such documents and take all such steps, including the legal assignment of its contractual rights, as the Owner may require, for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the Owner for expenses and damages suffered by the Owner as a result of any default, acts or omissions of the Contractor.

16.2.3 Upon fifteen (15) days' written notice, the Owner shall have the right to terminate the Contract at any time and for any reason whether or not any of the events specified in Subsection 16.2.1 shall have occurred, and the Owner shall incur no liability to the Contractor or any other person by reason of such termination. In the event of such termination, the Owner shall pay to the Contractor a sum equivalent to the unpaid Contract Sum attributable to the percentage of Work completed, as determined by the Architect, pursuant to the Contract Documents and accepted by the Owner.

16.2.4 In the event of a termination of the Contract pursuant to this Article 16, the Owner and the Contractor shall forthwith return to the other all papers, materials and other properties of the other held by each for the purposes of execution and performance of the Contract Documents. In addition, each party will assist the other party in an orderly termination of this Contract.

ARTICLE 17 OWNER'S RIGHT TO STOP THE WORK AND TO CARRY OUT THE WORK

17.1 OWNER'S RIGHT TO STOP THE WORK

17.1.1 If, in the sole judgment of the Owner, the Contractor fails to commence to correct and diligently pursue the correction of defective work as required by Section 14.2 or fails to carry out the Work in accordance with the Contract Documents, the Owner may, by a written order through the OPM, and without prejudice to any other remedy the Owner may have, order the Contractor to stop the Work or any portion thereof, and the Contractor shall not thereafter incur any further cost or expense therefor without the Owner's prior written approval, until the cause for such order has been eliminated. Notwithstanding the foregoing, the right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

17.2 OWNER'S RIGHT TO CARRY OUT THE WORK

17.2.1 If the Contractor fails to perform the Work diligently and in a timely manner or defaults or neglects to carry out the Work in accordance with the Contract Documents or otherwise fails to perform its obligations under the Contract Documents, the Owner may, without prejudice to any other remedy it may have, make good such deficiencies, provided, however, that the Owner shall not take any action to perform the Work or to make good such deficiencies, except in the event of an emergency, unless the Contractor shall have failed, within



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seven (7) business days after receipt of written notice from the Owner of such failure, default or neglect, to commence corrective action and thereafter to promptly and diligently pursue the corrective action to completion. If the Owner undertakes to make good such deficiencies, the Owner may take possession of the Site or any portion thereof and possession and use of any and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor in order to make good such deficiencies by whatever method it may deem expedient. The Owner shall not be liable for any depreciation, loss or damage to such materials, equipment or tools during such use thereof. Further, if the Owner undertakes to make good such deficiencies, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation additional services of the Architect and others made necessary by such default, neglect or failure, and the Contract Sum shall be likewise reduced. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, then, as provided in Subsection 16.2.2, the Contractor shall, within thirty (30) days of receipt of an invoice therefor, pay to the Owner the difference with interest thereon. Further, if the Contractor fails, within such seven (7) business day notice period, to commence corrective action and thereafter to promptly and diligently pursue correction of such deficiencies, or fails to carry out the Work in a timely manner in accordance with the Contract Documents, or if the Architect advises the Owner that the Project cannot reasonably be completed by the Contractor within the Contract Time, then, at the request of the Owner, the Contractor's surety shall promptly complete the Work in accordance with the terms of the Contract Documents.

ARTICLE 18 POST-COMPLETION
WARRANTY AND CORRECTIVE WORK

18.1 CONTRACTOR'S WARRANTIES

18.1.1 In addition to the Contractor's obligations under Subsection 14.2.2 hereof, the Contractor guarantees and warrants to the Owner and the Architect that all materials and equipment furnished under the Contract Documents will be new and of recent manufacture unless otherwise expressly required or permitted by the Contract Documents, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents in all respects. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective or as failing to conform to the Contract Documents.

18.1.2 It is specifically agreed that the Contractor's warranties of materials, equipment and labor under this Article 18 and all other warranties, guarantees, responsibilities and liabilities of the Contractor under the Contract Documents or otherwise provided under law, shall apply to products and equipment, if any, furnished by the Owner as referred to in the Specifications and to the installation thereof by the Contractor or its Subcontractors under this Contract as fully as if such products and equipment had been purchased directly by the Contractor for incorporation in the Work. The Contractor acknowledges that it has received and approved all information and specifications for such Owner-furnished products and equipment sufficient so as to permit the Contractor to make this agreement. Such specifications for Owner-furnished products and



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equipment shall be considered a part of the Contract Documents, and such Owner-furnished products and equipment, upon delivery to and acceptance by the Contractor, shall become part of the Work. The Owner shall assign to the Contractor all warranties of any materials or equipment furnished by the Owner and installed by the Contractor or its Subcontractors under the Contract. The Owner and the Contractor agree to cooperate as necessary to facilitate any claims under such warranties.

18.1.3 The Contractor shall obtain and preserve for the benefit of the Owner manufacturer's warranties on materials, fixtures and equipment incorporated into the Work, and the Contractor shall prepare and execute a written guarantee and warranty applicable to all phases of the Work in accordance with the provisions of this Article and all other applicable provisions of the Contract Documents pertaining to warranties and guarantees, and shall also secure and pass through to the Owner written guarantees and warranties prepared in a similar manner from each Subcontractor engaged in the performance of the Work and, prior to Substantial Completion, shall deliver complete sets of all such guarantees and warranties to the Architect for review and approval in accordance with Subsection 3.7.4.

18.1.4 In the event that any work is performed to correct, repair or remedy any portion of the Work pursuant to any warranty or guarantee provided under the Contract Documents or otherwise available to the Owner, all such work, and all materials, equipment, supplies, appliances, fixtures and specialty devices requiring replacement during any guarantee period specified in the Contract Documents, shall be subject to a supplementary guarantee and warranty extending the guarantee or warranty period to cover all such work and all such items for the full guarantee or warranty period specified, beginning as of the date of acceptance of each such replacement item or element of work.

18.1.5 The warranty and guarantee provisions of this Article 18 shall be in addition to and not in limitation of any other warranties, guarantees, or remedies allowed by law or the Contract Documents.

18.1.6 No additional charge shall be made by the Contractor or by any Subcontractor for attending meetings at the Site to diagnose problems or to instruct the Owner's personnel in the proper operation or maintenance of the Work, or for making initial or seasonal adjustments (not including normal maintenance) of mechanical systems or other movable work during the applicable guarantee or warranty period (as it may be extended with respect to certain items pursuant to Subsection 18.1.4). The Contractor shall provide such service promptly upon notice from the Owner. In case of emergency, service shall be provided as necessary to avoid loss or damage or to maintain normal use of the premises. The Contractor shall furnish to the Architect and to the Owner a list of names and telephone numbers, with a back-up name and telephone number, covering each area of potential emergency.

ARTICLE 19 DISPUTE RESOLUTION

19.1 GOVERNING LAW; VENUE



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19.1.1 The Contract and all modifications, amendments, or alterations thereto, if any, shall be governed by the laws of the Commonwealth of Massachusetts. The Contractor, all Subcontractors, and other persons performing any part of the Work agree that each of them shall be subject to the jurisdiction of the courts of the Commonwealth of Massachusetts or the federal courts for the District of Massachusetts with respect to any actions or suits at law or in equity arising out of or related to the bidding, award or performance of the Contract, subject to the dispute resolution provisions set forth herein.

19.2 CLAIMS AND DISPUTES

19.2.1 All claims, disputes or other matters in controversy between the Contractor and the Owner relating to the execution and progress of the Work or the interpretation of the Contract Documents, and any claims, disputes, and other matters in question relating to whether the Contractor's performance of the Work complies with the Contract Documents, which cannot be resolved by agreement between them, shall be referred to the Architect in writing for initial determination, with a copy to the other party. The Architect shall afford both parties a reasonable opportunity to present written evidence in support of their respective positions. The Architect shall render its decision in writing to each of the parties within a reasonable time and in no event later than thirty (30) days after the receipt of submissions from the parties.

19.2.2 No such claim, dispute or other matter in question shall constitute grounds for the Contractor to delay progress of the Work, and the Contractor shall carry on the Work and maintain its progress during consideration of any such claim, dispute or other matter by the Architect. The decision of the Architect with respect to any and all such claims, disputes or other matters in question shall be final and conclusive, provided that any party having complied with the provisions of Subsection 19.2.3, below, may file an action in a court of competent jurisdiction challenging the decision of the Architect or otherwise seeking final resolution of the claim, dispute or other matter in question.

19.2.3 The decision of the Architect on any such claim, dispute or other matter in question shall be final and binding upon the Owner and the Contractor, unless the Owner or the Contractor gives written notice to the other and to the Architect of its objection to such decision within ten (10) days after receipt by such aggrieved party of the Architect's decision and commences an action challenging the Architect's decision in a court of competent jurisdiction within the time permitted by law. If either party fails to give notice of objection to the Architect's decision within such ten (10) day period, it shall be conclusively deemed to have waived its right to object to such decision. If the Architect renders a decision after court proceedings have been commenced, such decision may be entered as evidence but will not supersede any such proceedings unless the decision is acceptable to all parties concerned. Nothing contained in this Article 19 shall limit the Owner's right to damages for delays by the Contractor or any other rights or remedies of the Owner under the Contract Documents or otherwise available under applicable law.

19.2.4 Prior to commencing litigation as to any claim, dispute or other matter in controversy, the parties shall discuss the possibility of resolution of such claim, dispute or



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controversy through non-binding mediation or other alternative dispute resolution methods. If the parties agree to mediation, the fees and expenses of the mediator shall be borne equally by the parties unless otherwise agreed.

19.2.5 Pursuant to M.G.L. c. 30, § 39J, notwithstanding any contrary provision of this Contract, no decision by the Owner or by the Architect on a dispute, whether of fact or of law, arising under the Contract shall 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.

ARTICLE 20 MISCELLANEOUS PROVISIONS

20.1 NOTICE

20.1.1 Whenever written notice is required or permitted pursuant to the Contract Documents, the same shall be deemed to have been properly given if in writing and delivered by hand in person or by registered or certified mail, postage prepaid, or express overnight courier service, return receipt requested; and, in the case of notices to the Owner, to the address set forth at the beginning of the Agreement and, in the case of notices to the OPM or the Architect, to the address set forth at the beginning of the Agreement, marked to the attention of the OPM or Architect, as the case may be, and, in the case of notices to the Contractor, to the Contractor's Project Executive or Project Manager, addressed to such person at the Contractor's mailing address set forth at the beginning of the Agreement or the Contractor's field office at the Site. Any of the persons or addresses specified above for notice purposes may be changed by notice given in the manner provided herein from the party concerned to each of the other parties. Written notice shall be deemed to be given on the day received, if delivered by hand in person; on the next business day after mailing if sent by express overnight courier service; and three (3) business days after mailing if sent by registered or certified mail.

20.2 CONTRACT DOCUMENTS

20.2.1 The Contract Documents form the comprise the entire Contract between the Owner and the Contractor, and supersede all prior negotiations, representations and agreements, whether written or oral. Subject to the provisions of Article 6, the Contractor may not assign its rights or obligations under all or any portion of the Contract Documents nor shall the Contractor assign any moneys due or to become due under the Contract Documents without the written consent of the Owner, which consent may be withheld or granted in its sole discretion. Any such assignment without the written consent of the Owner shall be void and the assignee in such case shall acquire no rights in the Contract or to receive any moneys. Nothing contained in the Contract Documents shall be construed to modify or affect in any way the rights and obligations of the Owner and the Architect under any contract or agreement between the Owner and the Architect.



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20.2.2 The Contract shall be governed by the laws of the Commonwealth of Massachusetts. The Contractor, all Subcontractors, and other persons performing any part of the Work agree that each of them shall be subject to the jurisdiction of the courts of Suffolk County in the Commonwealth of Massachusetts or the federal courts for the District of Massachusetts with respect to any actions or suits at law or in equity arising out of or related to the bidding, award or performance of the Contract, and that any such actions or suits commenced by any of such parties shall be commenced in the courts or appropriate administrative tribunals of Suffolk County in the Commonwealth of Massachusetts or the federal courts for the District of Massachusetts and not otherwise.

20.3 RIGHTS AND REMEDIES

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

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

20.3.3 No consent, express or implied, by the Owner, the OPM, or the Architect to any breach of any covenant, condition or duty of the Contractor, or waiver, express or implied, by any of same, shall be construed as a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

20.4 DECISIONS AND INTERPRETATIONS

20.4.1 Pursuant to M.G.L. c. 39, § 39P, in every case in which this Contract requires the Owner, any official, the OPM, or the Architect to make a decision on interpretation of the Specifications, approval of equipment, material or any other approval, or progress of the Work, the decision shall be made promptly and, in any event, no later than thirty (30) days after the written submission for decision containing all information necessary in the judgment of the Architect to render such decision; but if such decision requires extended investigation and study, the Owner, the official, the OPM, or the Architect shall, within thirty (30) 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.

20.5 ANTI-BOYCOTT COVENANT

20.5.1 The Contractor warrants, represents and agrees that during the time the Contract is in effect, neither it nor any affiliated company, as hereafter defined, shall participate in



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or cooperate with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or shall engage in conduct declared to be unlawful by M.G.L. c. 151E, § 2. If there shall be a breach in the warranty, representation, and agreement contained in this Subsection, then without limiting such other rights as it may have, the Owner shall be entitled to rescind the Agreement. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interest of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor. This provision is included in the Agreement pursuant to Commonwealth of Massachusetts Executive Order No. 130.

20.6 RIGHT OF AUDIT

20.6.1 Without limiting any of the Owner's other rights under the Contract Documents, the Governor of the Commonwealth of Massachusetts or his or her designee, the Secretary of Administration and Finance of the Commonwealth of Massachusetts, and the State Auditor or his or her designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the Contractor and all Subcontractors which pertain to the performance of the provisions and requirements of the Contract. This provision is included in the Contract pursuant to Commonwealth of Massachusetts Executive Order No. 195.

20.7 RECORD KEEPING AND REPORTING

20.7.1 The Contractor shall maintain at the Site or at such other location as shall be approved by the Owner, on a current basis, during the term of the Agreement and shall retain for a period of six (6) years after the date of Final Payment, records of all Subcontracts, material orders, Shop Drawings, Samples, and other Project-related documents and revisions thereto which arise out of the Contract, the Contract Documents or the Work, including, but not limited to, the following:

- (a) A detailed daily log of all events occurring on the Site or connected with progress of the Project. Such log shall include a listing of the Contractor staffing, manpower by Subcontractors, relevant weather information and names and purpose of all visitors to the Site. Copies of such daily logs shall be distributed weekly to the OPM;
- (b) Copies of the Project Schedule as more specifically set forth in Article 9 of these General Conditions, and Schedules of Values as more specifically set forth in Article 10 of these General Conditions, and all updates thereto to reflect current conditions;
- (c) A set of as-built Drawings and Specifications which records all changes made during construction and actual as-built conditions in accordance with the requirements of the Contract Documents; and



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- (d) Correspondence, meeting notes and minutes, clarifications and interpretations of the Contract Documents issued by the Architect, progress reports, all other Project related documents.

20.7.2 The Contractor shall furnish to the Owner on a weekly basis, a Progress Report for the preceding week, in form and substance acceptable to the Owner, containing, without limitation, the following information:

- (a) Project Schedule, updated against baseline;
- (b) List and status of outstanding issues, claims or disputes, or information required from the Owner;
- (c) Safety record report.
- (d) Certified payroll reports; and
- (e) Suggestions for solutions to outstanding issues and schedule delays.

20.7.3 The Contractor shall provide a system of Project monitoring and reporting. The Contractor shall assist the Owner in developing and implementing a Change Order control system. Such reports and other information shall be included in the weekly progress reports to be submitted to the Owner in accordance with the Contract Documents, and the provisions of Subsection 20.7.2 hereof.

20.7.4 The Contractor shall establish and implement procedures for preparing and/or reviewing and processing Requests for Information and/or clarifications and interpretations of the Contract Documents, Shop Drawings, Samples and other submittals, requests for Construction Change Directives, requests for Change Orders, proposals for substitutions, Payment Applications, as-built Drawings and maintenance of logs.

20.7.5 The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper accounting and financial management under the Contract, utilizing such procedures as shall be satisfactory to the Owner. The Owner shall, upon request, be afforded copies of, and access to, all of the Contractor's records, books, correspondence, subcontracts, instructions, drawings, estimates, budgets, receipts, invoices, vouchers, memoranda, breakdowns, accounting data, bid proposals, cost control information and any other documents relating to the Work, in a form acceptable to the Owner.

20.7.6 Without limitation of the foregoing, the Owner shall have the right, at any time and from time to time, upon notice to the Contractor, to monitor and audit the Contractor's books and records in connection with any aspect of the Agreement or the Contract Documents at the Contractor's offices at the Contractor's sole cost and expense. The Contractor shall facilitate any such audit by making necessary facilities available to the Owner and its representatives.



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Further provisions concerning the Contractor's records and the Owner's right to audit such records are set forth in the General Conditions.

20.7.7 If any inspection of the Contractor's books, records or other documents reveals an overcharge with respect to the Contract Sum, the Contractor shall pay the Owner or, at the Owner's election, the Owner may reimburse itself by taking as a credit against future payments due the Contractor, an amount equal to the overcharge plus the administrative and auditing expenses incurred by the Owner in determining the existence and amount of the overcharge. Nothing contained in this provision is intended as a limitation of any other rights or remedies which may be available to the Owner, be they civil or criminal.

20.8 FINANCIAL RECORDS OF CONTRACTOR

20.8.1 The provisions of this Section 20.8 are included in this Contract pursuant to Massachusetts General Laws Chapter 30, § 39R:

- (a) The Contractor shall make, and keep for at least six (6) years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor, and
- (b) until the expiration of six years after final payment, the Office of Inspector General, and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor or of its Subcontractor that directly pertain to, and involve transactions relating to, the Contractor or its Subcontractors, and
- (c) the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the Owner, including in its description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes, and
- (d) the Contractor has filed a statement of management on internal accounting controls as set forth in Subsection 20.8.2 below prior to the execution of the Contract, and
- (e) the Contractor has filed prior to the execution of the Contract and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in Subsection 20.8.4.

20.8.2 Every Contractor awarded a contract shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:



City of Everett, Massachusetts
General Conditions of the Contract for Construction (Chapter 149)
Project Name
City Project No.

- (a) transactions are executed in accordance with management's general and specific authorization;
- (b) transactions are recorded as necessary
 - i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and
 - ii. to maintain accountability for assets;
- (c) access to assets is permitted only in accordance with management's general or specific authorization; and
- (d) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

20.8.3 Every Contractor awarded a contract shall also file with the Owner a statement prepared and signed by an independent certified public accountant, stating that s/he has examined the statement of management on internal accounting controls, and expressing an opinion as to:

- (a) whether the representations of management in response to this Section and Subsection 20.8.1 above are consistent with the result of management's evaluation of the system of internal accounting controls and
- (b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial condition.

20.8.4 Every Contractor awarded a contract by the Commonwealth or by any political subdivision thereof shall annually file with Commissioner of Capital Asset Management and Maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the Owner upon request.

20.8.5 Records and statements required to be made, kept or filed under the provisions of M.G.L. c. 30, § 39R shall not be public records as defined in M.G.L. c. 4, § 7, and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of Subsection 20.8.1(b).

20.8.6 As used in this Section 20.8, the following terms have the meanings set forth below:



City of Everett, Massachusetts
General Conditions of the Contract for Construction (Chapter 149)
Project Name
City Project No.

(a) “Contract” means any contract awarded or executed pursuant to sections thirty B through thirty P, inclusive, of chapter seven [now sections 38A½ through 38O] and any contract awarded or executed pursuant to section thirty-nine M of chapter thirty, or sections forty-four A through H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

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

(c) “Independent Certified Public Accountant” means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his/her residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant’s independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.

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

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

(f) “Management”, when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.

20.9 FALSE ENTRY



City of Everett, Massachusetts
General Conditions of the Contract for Construction (Chapter 149)
Project Name
City Project No.

20.9.1 The attention of the Contractor is called to M.G.L. c. 266, § 67C, which provides:

Any person who knowingly and willfully, directly or indirectly makes, or knowingly and willfully causes to be made, a false entry or omission of a true entry in any books, record or account subject to the provisions of section thirty-nine R of chapter thirty shall be punished by a fine of not more than five thousand dollars, or by imprisonment in the state prison for not more than five years, or in the house of correction for not more than two years, or both.

END OF DOCUMENT

Rev. 11/2017

"General Decision Number: MA20260001 01/02/2026

Superseded General Decision Number: MA20250001

State: Massachusetts

Construction Type: Building

Counties: Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk and Suffolk Counties in Massachusetts.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories)

Modification Number Publication Date
0 01/02/2026

ASBE0006-001 09/01/2024

Rates Fringes

Insulator/asbestos worker Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems (ZONE A).....\$ 55.45	36.63
(ZONE B).....\$ 55.45	36.63

ZONES:

ZONE A

BARNSTABLE COUNTY (Brewster, Chatham, Dennis, Eastham, Harwich, Orleans, Provincetown, Truro, Wellfleet, Yarmouth) BRISTOL COUNTY (Easton), MIDDLESEX COUNTY, and NORFOLK COUNTY (Avon, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, Weymouth)

ZONE B

BARNSTABLE COUNTY (Barnstable, Bourne, Falmouth, Mashpee, Sandwich), BRISTOL COUNTY (All cities except Easton),and NORFOLK COUNTY (Bellingham, Franklin, Plainville)

ASBE0006-002 09/01/2024

BARNSTABLE (Brewster, Chatham, Dennis, Eastham, Harwich, Orleans, Provincetown, Truro, Wellfleet and Yarmouth); BRISTOL (Easton); ESSEX; MIDDLESEX; NORFOLK (Avon, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Holbrook, Hull, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon Stoughton, Walpole, Wellesley, Westwood, and Weymouth) AND SUFFOLK COUNTIES

Rates Fringes

HAZARDOUS MATERIAL HANDLER
 (Includes preparation,
 wetting, stripping, removal,
 scrapping, vacuuming,
 bagging and disposing of all
 insulation materials from
 mechanical systems whether
 they contain asbestos or not)....\$ 55.45 36.63

 ASBE0006-010 09/01/2024

BARNSTABLE (Barnstable, Bourne, Falmouth, Mashpee and
 Sandwich); BRISTOL (Acushnet, Attleboro city, Berkeley,
 Dartmouth, Dighton, Fairhaven, Fall river City, Freetown,
 Marion, Mansfield, New Bedford City, North Attleboro, Norton,
 Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton City and
 Westport); DUKES; NANTUCKET; NORFOLK (Bellingham, Franklin,
 Plainville, and Wrentham); PLYMOUTH (Lakeville, Mattapoisett,
 Middleboro, Rochester and Wareham)

Rates Fringes

Insulator/asbestos worker
 (Includes the application of
 all insulating materials,
 protective coverings,
 coatings and finishes to all
 types of mechanical systems.)....\$ 55.45 36.63

 BOIL0029-001 01/01/2025

Rates Fringes

BOILERMAKER.....\$ 50.62 28.82

 BRMA0001-008 08/01/2023

FOXBORO CHAPTER
 BRISTOL (Attleboro, Berkley, Dighton, Mansfield, North
 Attleboro, Norton, Raynham, Rehoboth, Seekonk, Taunton) AND
 NORFOLK (Bellingham, Canton, Dedham, Foxboro, Franklin,
 Norfolk, Norwood, Plainville, Sharon, Walpole, Westwood,
 Wrentham) COUNTIES

Rates Fringes

Bricklayer, Cement Mason,
 Plasterer.....\$ 60.26 33.71

 BRMA0001-009 08/01/2023

LOWELL CHAPTER
 MIDDLESEX (Acton, Asby, Ayer, Bedford, Billerica, Boxboro,
 Carlisle, Chemsford, Dracut, Dunstable, Ft. Denvens, Groton,
 Littleton, Lowell, North Acton, Pepperell, Shirley, South
 Acton, Tewksbury, Townsend, Tyngsboro, West Acton, Westford,
 Wilmington)

Rates Fringes

Bricklayer and plasterer.....\$ 60.26 33.71

BRMA0001-010 08/01/2023

LOWELL CHAPTER

MIDDLESEX (Ashland, Framingham, Holliston, Hopkinton, Hudson, Maynard, Natick, Sherborn, Stow); and NORFOLK (Medfield, Medway, Millis)

	Rates	Fringes
BRICKLAYER.....	\$ 60.26	33.71

BRMA0003-001 08/01/2024

	Rates	Fringes
Marble & Tile Finisher.....	\$ 49.32	35.26
Marble, Tile & Terrazzo Workers.....	\$ 64.52	37.51
TERRAZZO FINISHER.....	\$ 63.44	37.33

BRMA0003-003 08/01/2024

BOSTON CHAPTER

MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford, Melrose, Somerville); NORFOLK (Brookline, Milton); and SUFFOLK

	Rates	Fringes
BRICKLAYER.....	\$ 64.50	37.54

BRMA0003-006 08/01/2024

LYNN CHAPTER

ESSEX (Amesbury, Andover, Beverly, Boxford, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salisbury, Salem, Saugus, Swampscott, Topsfield Wakefield, Wenham, West Newbury); and MIDDLESEX (Reading, North Reading, Wakefield)

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 64.50	37.54

BRMA0003-007 08/01/2024

WALTHAM CHAPTER

MIDDLESEX (Belmont, Burlington, Concord, Lexington, Lincoln, Stoneham, Sudbury, Waltham, Watertown, Wayland, Weston, Winchester, Woburn)

	Rates	Fringes
Bricklayer and plasterer.....	\$ 64.50	37.54

BRMA0003-008 08/01/2024

NEWTON CHAPTER

MIDDLESEX (Newton) and NORFOLK (Dover, Needham, Wellesley)

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 64.50	37.54

BRMA0003-009 08/01/2024		

NEW BEDFORD
 BARNSTABLE; BRISTOL (Acushnet, Darmouth, Farhaven, Fall River, Freetown, New Bedford, Somerset, Swansea, Westport); DUKES; and NANTUCKET COUNTIES

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 64.50	37.54

BRMA0003-010 08/01/2024		

QUINCY CHAPTER
 NORFOLK COUNTY (Avon, Braintree, Cohasset, Holbrook, Quincy, Randolph, Soughton, Weymouth)

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 64.50	37.54

CARP0056-011 08/01/2024		

SUFFOLK (All of County); and those areas of BARNSTABLE, BRISTOL, ESSEX, MIDDLESEX & NORFOLK COUNTIES situated inside Boston Beltway (I-495) and North of Cape Cod Canal. ALL of DUKES AND NANTUCKET COUNTIES

	Rates	Fringes
PILEDRIVERMAN.....	\$ 55.79	35.47

CARP0056-012 08/01/2024		

The areas of BARNSTABLE, BRISTOL, and NORFOLK COUNTIES situated OUTSIDE Boston Beltway (I-495) and South of Cape Cod Canal

	Rates	Fringes
PILEDRIVERMAN.....	\$ 55.79	35.47

CARP0056-013 08/01/2024		

Those areas of ESSEX and MIDDLESEX COUNTIES situated OUTSIDE Boston Beltway (I-495)

	Rates	Fringes
PILEDRIVERMAN.....	\$ 49.19	35.47

CARP0327-001 09/01/2025		

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford, Somerville); NORFOLK (Brookline, Dedham, Milton); and SUFFOLK

	Rates	Fringes
CARPENTER.....	\$ 61.19	31.55

CARP0339-001 09/01/2025		

BRISTOL (Attleborough, North Attleborough); ESSEX; MIDDLESEX (Except Belmont, Cambridge, Everett, Malden, Medford, Somerville); AND NORFOLK (Bellingham, Canton, Foxboro, Franklin, Medfield, Medway, Millis, Needham, Norfolk, Norwood, Plainville, Sharon, Walpole, Wellesley, Westwood, Wrentham)

	Rates	Fringes
CARPENTER.....	\$ 50.10	31.45

CARP0346-003 09/01/2025		

NORFOLK COUNTY (Braintree, Cohasset, Scituate, Weymouth, Quincy)

	Rates	Fringes
CARPENTER.....	\$ 50.10	31.45

CARP0624-005 09/01/2017		

DUKES; NANTUCKET

	Rates	Fringes
CARPENTER.....	\$ 46.43	28.35

CARP0624-007 09/01/2017		

BARNSTABLE; BRISTOL (Except Attleboro & North Attleboro); AND NORFOLK (Avon, Holbrook, Randolph, Stoughton) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 39.28	27.90

CARP1121-001 04/21/2025		

SUFFOLK COUNTY

	Rates	Fringes
MILLWRIGHT.....	\$ 50.47	33.50

CARP1121-003 04/21/2025		

BARNSTABLE, BRISTOL, DUKES, ESSEX, MIDDLESEX, NANTUCKET and NORFOLK COUNTIES

Rates	Fringes
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MILLWRIGHT.....\$ 45.03 33.25

CARP2168-001 09/01/2025

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford, Somerville); NORFOLK (Brookline, Dedham, Milton); and SUFFOLK

Rates Fringes

FLOOR LAYER: Carpet.....\$ 57.49 31.75

CARP2168-004 09/01/2025

BRISTOL; ESSEX; MIDDLESEX (Except Belmont, Cambridge, Everett, Malden, Medford, Somerville); Remainder of Norfolk County

Rates Fringes

FLOOR LAYER: Carpet.....\$ 57.49 31.75

CARP2168-005 09/01/2025

BARNSTABALE; DUKES; AND NANTUCKET

Rates Fringes

FLOOR LAYER: Carpet.....\$ 49.18 31.75

ELEC0096-001 09/07/2025

MIDDLESEX (Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton, Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend)

Rates Fringes

ELECTRICIAN.....\$ 48.16 36.20
Teledata System Installer.....\$ 36.12 34.51

ELEC0099-001 06/01/2025

BRISTOL (Attleboro, North Attleboro, Seekonk)

Rates Fringes

ELECTRICIAN.....\$ 56.11 44.10%
Teledata System Installer.....\$ 42.09 10.45%+15.31

ELEC0103-001 09/01/2025

ESSEX; MIDDLESEX (Excluding Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton, Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend); NORFOLK (Excluding Avon, Holbrook, Plainville, Randolph, Stoughton) SUFFOLK

Rates Fringes

Teledata System Installer.....\$ 52.94 34.74

ELEC0103-002 09/01/2025

ESSEX (Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, West Newbury); MIDDLESEX (Bedford, Billerica, Boxboro, Burlington, Carlisle, Chelmsford, Dracut, Dunstable littleton, Lowell, North Reading, Tewksbury, Tyngsboro, Westford, Wilmington)

	Rates	Fringes
ELECTRICIAN.....	\$ 66.17	37.08

ELEC0103-004 09/01/2025		

ESSEX (Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Manchester, Marblehead, Middleton, Peabody, Rockport, Salem, Topsfield, Wenham)

	Rates	Fringes
ELECTRICIAN.....	\$ 66.17	37.08

ELEC0103-005 09/01/2025		

ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX (Acton, Arlington, Belmont, Cambridge, Concord, Everett, Framingham, Holliston, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklino, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham and Hull);SUFFOLK

	Rates	Fringes
ELECTRICIAN.....	\$ 66.17	37.08

ELEC0104-001 09/01/2024		

	Rates	Fringes
Line Construction:		
Cableman.....	\$ 58.41	30.19+A
Equipment Operator.....	\$ 49.65	26.72+A
Groundman.....	\$ 32.13	12.70+A
Lineman.....	\$ 58.41	30.19+A

A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Columbus Day, provided the employee has been employed 5 working days prior to any one of the listed holidays.

ELEC0223-005 09/01/2024

BARNSTABLE; BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET AND NORFOLK (Avon, Halbrook, Plainville, Randolph, Stoughton)

	Rates	Fringes
ELECTRICIAN.....	\$ 50.02	31.09%+15.50

ELEC0223-006 09/01/2024

BARNSTABLE; BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET AND NORFOLK (Avon, Halbrook, Plainville, Randolph, Stoughton)

	Rates	Fringes
Teledata System Installer.....	\$ 42.52	31.09%+15.25

ELEV0004-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 74.17	38.435+a+b

FOOTNOTE FOR ELEVATOR MECHANICS:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0004-001 06/01/2025

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 57.83	33.70
Group 2.....	\$ 57.18	33.70
Group 3.....	\$ 37.02	33.70
Group 4.....	\$ 46.52	33.70
Group 5.....	\$ 25.02	33.70
Group 6.....	\$ 30.85	33.70

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

- A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Labor Day, Memorial Day, Independence Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):

- Over 150 ft. +2.28
- Over 185 ft. +4.05
- Over 210 ft. +5.67
- Over 250 ft. +8.59
- Over 295 ft. +11.86
- Over 350 ft. +13.82

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1: Crane; shovel; truck crane; cherry picker; dragline; trench hoe; backhoe; three drum machine; derrick; pile driver; elevator tower; hoist; gradall; shovel dozer; front end loader; fork lift; suger; boring machine; rotaryu drill; post hole hammer; post hole digger; pumpcrete machine; asphalt plant (on site); concrete batching and/or mixing plant (on site); crusher plant (on site); paving concrete mixer; timber jack

- Group 2: Sonic or vibratory hammer; grader; scraper; tandem scraper; concrete pump; bulldozer; tractor; york rake; mulching machine; portable steam boiler; portable steam generator; roller; spreader; tamper (self propelled or tractor drawn); asphalt paver; mechanic - maintenance; paving screed machine; stationary steam boiler; paving concrete finishing machine; cal truck; ballast regulator; switch tamper; rail anchor machine; tire truck
- Group 3: Pumps (1-3 grouped); compressor; welding machine (1-3 grouped); generator; concrete vibrator; heater (power driven 1- 5); well point system (operating); syphon-pulsometer; concrete mixer; valves controlling permanent plant air or steam; conveyor; Jackson type tamper; single diaphragm pump; lighting plant
- Group 4: Assistant engineer (fireman)
- Group 5: Oiler (other than truck cranes and gradalls)
- Group 6: Oiler (on truck cranes and gradalls) stant engineer (on truck crane and gradall)

 IRON0007-006 09/16/2025

AREA 1: BRISTOL (Easton); ESSEX (Beverly, Gloucester, Lynn, Lynnfield, Manchester, Marblehead, Nahant, Rockport, Salem, Saugus, Swampscott); MIDDLESEX (Arlington, Bedford, Belmont, Burlington, Cambridge, Carlisle, Concord, Dunstable, Everett, Framingham, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Except Medway); SUFFOLK

AREA 2: ESSEX (Amesbury, Andover, Boxford, Danvers, Essex, Georgetown, Hamilton, Haverhill, Ipswich, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, Topsfield, Wenham, West Newbury); MIDDLESEX (Action, Billerica, Chelmsford, Dracut, Groton, Groveland, Littleton, Lowell, Middleton, North Reading, Pepperell, Tewksbury, Tyngsboro, Westford, Wilmington)

	Rates	Fringes
Ironworkers:		
AREA 1.....	\$ 57.87	37.67
AREA 2.....	\$ 53.46	37.67

 IRON0007-010 09/16/2025

MIDDLESEX (Ashby, Ashland, Ayer, Boxboro, Holliston, Hopkinton, Hudson, Marlboro, Shirley, Stow, Townsend); NORFOLK (Medway)

	Rates	Fringes
IRONWORKER.....	\$ 57.57	37.67

 IRON0037-005 09/16/2025

BARNSTABLE; BRISTOL (Acushnet, Attleboro, Berkley, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, Mansfield, New Bedford, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton, Westport); DUKES; NANTUCKET; NORFOLK (Billingham, Franklin, Plainville, Wrentham)

	Rates	Fringes
IRONWORKER.....	\$ 43.03	33.53

LAB00022-001 12/02/2024

	Rates	Fringes
Laborers: (HEAVY CONSTRUCTION)		
GROUP 1.....	\$ 38.95	29.70
GROUP 2.....	\$ 39.20	29.70
GROUP 3.....	\$ 39.70	29.70
GROUP 4.....	\$ 39.95	29.70
GROUP 5.....	\$ 39.70	29.70
GROUP 6.....	\$ 40.95	29.70

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders, plasterer tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drill operator, jack hammer operator, pavement breaker, carbide core drilling machine, chain saw operator, barco type jumping tampers, concrete pump, motorized mortar mixer, ride-on-motorized buggy

GROUP 3: Air track operator; block paver; rammer; curb setter, hydraulic and similar self powered drills

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

LAB00022-003 12/01/2024

	Rates	Fringes
Plasterer tender BARNSTABLE, BRISTOL, DUKES, ESSEX, NANTUCKET, MIDDLESEX (with the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn); NORFOLK (with the exception of Brookline Dedham and Milton) COUNTIES.	\$ 38.95	29.70
SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer Island, Nut Island); MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge,		

Everett, Malden, Medford,
 Melrose, Reading,
 Somerville, Stoneham,
 Wakefield, Winchester,
 Winthrop and Woburn only);
 NORFOLK COUNTY (Brookline,
 Dedham, and Milton only)....\$ 46.20 29.70

 LAB0022-004 12/01/2024

	Rates	Fringes
Plasterer tender.....	\$ 38.95	29.70

 LAB0022-005 12/01/2024

	Rates	Fringes
Plasterer tender BARNSTABLE, BRISTOL, DUKES, ESSEX, NANTUCKET, MIDDLESEX (with the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn); NORFOLK (with the exception of Brookline Dedham and Milton) COUNTIES.	\$ 38.95	29.70
SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer Island, Nut Island); MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton only)....	\$ 46.10	29.70

 LAB0022-009 12/01/2024

SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer & Nut
 Islands); MIDDLESEX COUNTY (Arlington, Belmont, Burlington,
 Cambridge, Everett, Malden, Medford, Melrose, Reading,
 Somerville, Stoneham, Wakefield, Winchester, Winthrop, and
 Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton
 only)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 46.10	29.70
GROUP 2.....	\$ 46.10	29.70
GROUP 3.....	\$ 46.10	29.70
GROUP 4.....	\$ 46.10	29.70
GROUP 5.....	\$ 46.10	29.70
GROUP 6.....	\$ 46.10	29.70

GROUP 7.....\$ 27.01 29.70

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; Carpenter Tenders

GROUP 2: Jackhammer operator; pavement breaker; asphalt raker carbide core drilling machine; chain saw operator; pipelayer; barco type jumping tampers; laser beam; concrete pump; mason tender; motorized mortar mixer; ride-on motorized buggy; fence and beam rail erector

GROUP 3: Air track, block paver; rammer; curb setter, hydraulic and similar self-powered drills

GROUP 4: Blaster; powderman

GROUP 5: Pre-cast floor and roof plank erector

GROUP 6: Asbestos removal laborers/haz-mat laborers

GROUP 7: Flaggers

LAB0022-010 12/01/2024

Counties of BARNSTABLE; BRISTOL; DUKES; ESSEX; NANTUCKET; MIDDLESEX (with the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakfield, Winchester, Winthrop and Woburn); NORFOLK (with the exception of Brookline, Dedham and Milton)

Rates Fringes

Laborers:

GROUP 1.....	\$ 38.95	29.70
GROUP 2.....	\$ 38.95	29.70
GROUP 3.....	\$ 38.95	29.70
GROUP 4.....	\$ 38.95	29.70
GROUP 5.....	\$ 38.95	29.70
GROUP 6.....	\$ 46.10	29.70

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; Carpenter Tenders

GROUP 2: Jackhammer operator; pavement breaker; asphalt raker carbide core drilling machine; chain saw operator; pipelayer; barco type jumping tampers; laser beam; concrete pump; mason tender; motorized mortar mixer; ride-on motorized buggy; fence and beam rail erector

GROUP 3: Air track, block paver; hammer; curb setter, hydraulic and similar self-powered drills

GROUP 4: Blaster; powderman

GROUP 5: Pre-cast floor and roof plank erector

GROUP 6: Asbestos removal laborers/haz-mat laborers

LAB01421-004 12/02/2024

BARNSTABLE, BRISTOL, DUKES, ESSEX, MIDDLESEX, NANTUCKET NORFOLK AND SUFFOLK COUNTIES

	Rates	Fringes
Laborers: (Wrecking)		
Group 1.....	\$ 46.25	29.70
Group 2.....	\$ 47.00	29.70
Group 3.....	\$ 47.25	29.70
Group 4.....	\$ 42.25	29.70
Group 5.....	\$ 45.35	29.70
Group 6.....	\$ 46.25	29.70

Group 1: Adzeman, Wrecking Laborer.

Group 2: Burners, Jackhammers.

Group 3: Small Backhoes, Loaders on tracks, Bobcat Type Loaders, Hydraulic ""Brock"" Type Hammer Operators, Concrete Cutting Saws.

Group 4: Yardman (Salvage Yard Only).

Group 5: Yardman, Burners, Sawyers.

Group 6: Asbestos, Lead Paint, Toxic and Hazardous Waste.

PAIN0011-007 06/01/2025

BARNSTABLE, BRISTOL, DUKES, AND NANTUCKET COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 43.13	21.00

FOOTNOTE:

A. PAID HOLIDAY: LABOR DAY (provided employee has worked any part of the week prior to Labor Day and any part of the week after Labor Day)

PAIN0035-004 07/01/2024

BARNSTABLE; BRISTOL; ESSEX; NANTUCKET; DUKES; COUNTIES; REMAINDER OF NORFOLK; MIDDLESEX AND SUFFOLK COUNTIES

	Rates	Fringes
PAINTER		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 46.26	36.00
Spray, Sandblast.....	\$ 47.66	36.00
REPAINT:		
Brush, Taper.....	\$ 44.32	36.00
Spray, Sandblast.....	\$ 45.72	36.00

PAIN0035-013 07/01/2024

MIDDLESEX (Cambridge, Everett, Malden, Medford, Somerville) SUFFOLK COUNTY (Boston, Chelsea) NORFOLK COUNTY (Brookline)

	Rates	Fringes
PAINTER		
NEW CONSTRUCTION:		

Brush, Taper.....	\$ 46.26	36.00
Spray, Sandblast.....	\$ 47.66	36.00
REPAINT:		
Brush, Taper.....	\$ 44.32	36.00
Spray, Sandblast.....	\$ 45.72	36.00

PAIN0035-020 07/01/2024

ESSEX; MIDDLESEX; NORFOLK; SUFFOLK

	Rates	Fringes
GLAZIER.....	\$ 46.26	36.00

PLAS0534-001 07/01/2024

ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 49.19	40.86

PLAS0534-004 07/01/2024

MIDDLESEX; NORFOLK AND SUFFOLK COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 49.19	40.86

PLUM0004-001 09/01/2025

MIDDLESEX (Ashby, Ayer-West of Greenville branch of Boston and
Maine Railroad, Ft. Devens, Groton, Shirley, Townsend)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 55.00	31.57

PLUM0012-005 03/02/2025

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers,
Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill,
Ipswich, Lawrence, Manchester, Marblehead, Merrimac, Methuen,
Middleton, Newbury, Newburyport, North Andover, Peabody,
Rockport, Rowley, Salem, Salisbury, Topsfield, Wenham, West
Newbury)

	Rates	Fringes
PLUMBER.....	\$ 69.84	36.43

PLUM0012-007 03/02/2025

ESSEX (Lynn, Lynnfield, Nahant, Saugus, and Swampscott);
MIDDLESEX (Acton, Arlington, Ashford, Ayer-except west of
Greenville Branch of Boston & Maine Rail Road, Bedford,
Belmont, Billerica, Boxboro, Burlington, Cambridge, Carlise,
Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham,
Hudson, Holliston, Hopkinton, Lexington, Lincoln, Littleton,
Lowell, Malden, Marlboro, Maynard, Medford, Melrose, Natick,
Newton, North Reading, Pepperell, Reading, Sherborn,
Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro,

Wakefield, Watham, Watertown, Wayland, Westford, Wilmington, Winchester and Woburn), NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin, Medford, Medway, Millis, Milton, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth and Wrentham); PLYMOUTH (Hingham, Hull, Scituate); SUFFOLK; WORCESTER (Hopedale and Southboro)

	Rates	Fringes
PLUMBER.....	\$ 69.84	36.43

PLUM0051-004 08/26/2024		

BARNSTABLE; BRISTOL; DUKES; NANTUCKET; AND NORFOLK (Avon, Holbrook, Randolph, Stoughton) COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 52.49	33.60

PLUM0537-005 03/01/2025		

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salem, Salisbury, Saugus, Swampscott, Topsfield, Wenham, West Newbury); MIDDLESEX (Acton, Arlington, Ashford, Ayer-except west of Greenville Branch of Boston & Maine Rail Road, Bedford, Belmont, Billerica, Boxboro, Burlington, Cambridge, Carlise, Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham, Hudson, Holliston, Hopkinton, Lexington, Lincoln, Littleton, Lowell, Malden, Marlboro, Maynard, Medford, Melrose, Natick, Newton, North Reading, Pepperell, Reading, Sherborn, Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro, Wakefield, Watham, Watertown, Wayland, Westford, Wilmington, Winchester and Woburn), NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin, Medford, Medway, Millis, Milton, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth and Wrentham); PLYMOUTH (Hingham, Hull, Scituate); SUFFOLK; WORCHESTER (Hopedale and Southboro)

	Rates	Fringes
PIPEFITTER.....	\$ 66.58	39.22

ROOF0033-001 08/01/2025		

	Rates	Fringes
Roofers: All Tear-off and/or removal of any types of roofing and all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid.....	\$ 53.53	35.69

SFMA0550-001 10/01/2025

BRISTOL (Portion within 35 mile radius from Boston City Hall; MIDDLESEX (Except Ashby, Townsend, and portions of Pepperell and Shirley beyond 35 mile radius from Boston City Hall); NORFOLK; PLYMOUTH (Portion within 35 mile radius of Boston City Hall); SUFFOLK

	Rates	Fringes
SPRINKLER FITTER.....	\$ 72.05	40.76

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

SFMA0550-002 10/01/2025

BRISTOL (Seekonk, Swansea, and Somerset)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 64.85	40.76

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

SFMA0669-001 04/01/2025

BARNSTABLE; BRISTOL (Beyond 35 mile radius of Boston City Hall); DUKES; MIDDLESEX (Ashby, Townsend, portions of Pepperell and Shirley beyond 35 mile radius of Boston City Hall); NANTUCKET; PLYMOUTH (Beyond 35 mile radius of Boston City Hall)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 53.25	29.75

SHEE0017-003 04/01/2025

ESSEX; MIDDLESEX; NORFOLK; PLYMOUTH (except except Marion, Mattapoisett, Rochester, Wareham); SUFFOLK

	Rates	Fringes
Sheet metal worker.....	\$ 60.00	48.78

SHEE0017-007 04/01/2025

BARNSTABLE; BRISTOL (Acushnet, Assonet, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, New Bedford, Rehoboth, Seekonk, Somerset, Swansea, Westport); DUKES; AND NANTUCKET

	Rates	Fringes
Sheet metal worker.....	\$ 42.80	38.17

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 40.78	37.35+a+b
Group 2.....	\$ 40.95	37.35+a+b
Group 3.....	\$ 41.02	37.35+a+b
Group 4.....	\$ 41.14	37.35+a+b
Group 5.....	\$ 41.24	37.35+a+b
Group 6.....	\$ 41.53	37.35+a+b
Group 7.....	\$ 41.82	37.35+a+b

POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE
TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE
HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM

TRUCK DRIVERS CLASSIFICATIONS

- Group 1: Station wagons; panel trucks; and pickup trucks
- Group 2: Two axle equipment; & forklift operator
- Group 3: Three axle equipment and tireman
- Group 4: Four and Five Axle equipment
- Group 5: Specialized earth moving equipment under 35 tons other than conventional type trucks; low bed; vachual; mechanics, paving restoration equipment
- Group 6: Specialized earth moving equipment over 35 tons
- Group 7: Trailers for earth moving equipment (double hookup)

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day

B. PAID VACATION: Employees with 4 months to 1 year of service receive 1/2 day's pay per month; 1 week vacation for 1 - 5 years of service; 2 weeks vacation for 5 - 10 years of service; and 3 weeks vacation for more than 10 years of service

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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

MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

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

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Everett **City/Town:** EVERETT
Contract Number: EPS-26-21D
Description of Work: Hazardous material removal and other related work at 548 Broadway in Everett, MA.
Job Location: 888 Broadway, Everett

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	12/1/2025	\$42.05	\$15.41	\$21.78	\$0.00	\$0.00	\$79.24
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$43.05	\$15.41	\$21.78	\$0.00	\$0.00	\$80.24
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	8/1/2026	\$43.05	\$15.91	\$21.78	\$0.00	\$0.00	\$80.74
	12/1/2026	\$43.05	\$15.91	\$23.52	\$0.00	\$0.00	\$82.48
(3 AXLE) DRIVER - EQUIPMENT	12/1/2025	\$41.12	\$15.41	\$21.78	\$0.00	\$0.00	\$78.31
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$43.12	\$15.41	\$21.78	\$0.00	\$0.00	\$80.31
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	8/1/2026	\$43.12	\$15.91	\$21.78	\$0.00	\$0.00	\$80.81
	12/1/2026	\$43.12	\$15.91	\$23.52	\$0.00	\$0.00	\$82.55
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/1/2025	\$42.24	\$15.41	\$21.78	\$0.00	\$0.00	\$79.43
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$43.24	\$15.41	\$21.78	\$0.00	\$0.00	\$80.43
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	8/1/2026	\$43.24	\$15.91	\$21.78	\$0.00	\$0.00	\$80.93
	12/1/2026	\$43.24	\$15.91	\$23.52	\$0.00	\$0.00	\$82.67
ADS/SUBMERSIBLE PILOT	1/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	12/1/2025	\$48.60	\$10.65	\$9.75	\$9.65	\$0.00	\$78.65
LABORERS	6/1/2026	\$49.40	\$10.65	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS - ZONE 1	12/1/2026	\$51.65	\$10.65	\$9.75	\$9.65	\$0.00	\$81.70
	6/1/2027	\$53.25	\$10.65	\$9.75	\$9.65	\$0.00	\$83.30
	12/1/2027	\$54.85	\$10.65	\$9.75	\$9.65	\$0.00	\$84.90
	6/1/2028	\$56.53	\$10.65	\$9.75	\$9.65	\$0.00	\$86.58
	12/1/2028	\$58.20	\$10.65	\$9.75	\$9.65	\$0.00	\$88.25
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$48.70	\$10.65	\$9.75	\$9.65	\$0.00	\$78.75
LABORERS	6/1/2026	\$50.25	\$10.65	\$9.75	\$9.65	\$0.00	\$80.30
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$51.75	\$10.65	\$9.75	\$9.65	\$0.00	\$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
HEAT & FROST INSULATORS LOCAL 6							
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)							
ASPHALT RAKER	12/1/2025	\$48.10	\$10.65	\$9.75	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$49.65	\$10.65	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.15	\$10.65	\$9.75	\$9.65	\$0.00	\$81.20
	6/1/2027	\$52.75	\$10.65	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.35	\$10.65	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.03	\$10.65	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.70	\$10.65	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	12/1/2025	\$48.20	\$10.65	\$9.75	\$9.65	\$0.00	\$78.25
LABORERS	6/1/2026	\$49.75	\$10.65	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$51.25	\$10.65	\$9.75	\$9.65	\$0.00	\$81.30

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.98	\$16.55	\$13.35	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.43	\$16.55	\$13.35	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.98	\$16.55	\$13.35	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.43	\$16.55	\$13.35	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER	12/1/2025	\$48.10	\$10.65	\$9.75	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$49.65	\$10.65	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.15	\$10.65	\$9.75	\$9.65	\$0.00	\$81.20
	6/1/2027	\$52.75	\$10.65	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.35	\$10.65	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.03	\$10.65	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.70	\$10.65	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER	12/1/2025	\$48.60	\$10.65	\$9.75	\$9.65	\$0.00	\$78.65
LABORERS	6/1/2026	\$49.40	\$10.65	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS - ZONE 1	12/1/2026	\$51.65	\$10.65	\$9.75	\$9.65	\$0.00	\$81.70
	6/1/2027	\$53.25	\$10.65	\$9.75	\$9.65	\$0.00	\$83.30
	12/1/2027	\$54.85	\$10.65	\$9.75	\$9.65	\$0.00	\$84.90
	6/1/2028	\$56.53	\$10.65	\$9.75	\$9.65	\$0.00	\$86.58
	12/1/2028	\$58.20	\$10.65	\$9.75	\$9.65	\$0.00	\$88.25
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	12/1/2025	\$48.70	\$10.65	\$9.75	\$9.65	\$0.00	\$78.75
LABORERS	6/1/2026	\$50.25	\$10.65	\$9.75	\$9.65	\$0.00	\$80.30
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$51.75	\$10.65	\$9.75	\$9.65	\$0.00	\$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
BOILER MAKER	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

Apprentice: BOILER MAKER							
Effective Date: 1/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
2	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: BOILER MAKER							
Effective Date: 1/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10
Apprentice to Journeyworker Ratio: 1:4							
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	2/1/2026	\$67.95	\$12.84	\$15.57	\$8.02	\$0.00	\$104.38
BRICKLAYERS LOCAL 3	8/1/2026	\$70.15	\$12.84	\$15.57	\$8.02	\$0.00	\$106.58
BRICKLAYERS LOCAL 3 (BOSTON)	2/1/2027	\$71.55	\$12.84	\$15.57	\$8.02	\$0.00	\$107.98
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.98	\$12.84	\$15.57	\$8.02	\$0.00	\$70.41
2	60.00	\$40.77	\$12.84	\$15.57	\$8.02	\$0.00	\$77.20
3	70.00	\$47.57	\$12.84	\$15.57	\$8.02	\$0.00	\$84.00
4	80.00	\$54.36	\$12.84	\$15.57	\$8.02	\$0.00	\$90.79
5	90.00	\$61.16	\$12.84	\$15.57	\$8.02	\$0.00	\$97.59
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.08	\$12.84	\$15.57	\$8.02	\$0.00	\$71.51
2	60.00	\$42.09	\$12.84	\$15.57	\$8.02	\$0.00	\$78.52
3	70.00	\$49.11	\$12.84	\$15.57	\$8.02	\$0.00	\$85.54
4	80.00	\$56.12	\$12.84	\$15.57	\$8.02	\$0.00	\$92.55
5	90.00	\$63.14	\$12.84	\$15.57	\$8.02	\$0.00	\$99.57
Apprentice to Journeyworker Ratio: 1:5							
BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.74	\$16.55	\$13.35	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN LABORERS	12/1/2025	\$49.10	\$10.65	\$9.75	\$9.80	\$0.00	\$79.30
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.65	\$10.65	\$9.75	\$9.80	\$0.00	\$80.85
LABORERS	12/1/2026	\$52.15	\$10.65	\$9.75	\$9.80	\$0.00	\$82.35
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER LABORERS	12/1/2025	\$47.95	\$10.65	\$9.75	\$9.80	\$0.00	\$78.15
LABORERS	6/1/2026	\$49.50	\$10.65	\$9.75	\$9.80	\$0.00	\$79.70

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.00	\$10.65	\$9.75	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							

CAISSON & UNDERPINNING TOP MAN LABORERS	12/1/2025	\$48.28	\$10.65	\$9.75	\$9.80	\$0.00	\$78.48
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$49.83	\$10.65	\$9.75	\$9.80	\$0.00	\$80.03
	12/1/2026	\$51.33	\$10.65	\$9.75	\$9.80	\$0.00	\$81.53
For apprentice rates see "Apprentice- LABORER"							

CARBIDE CORE DRILL OPERATOR LABORERS	12/1/2025	\$48.10	\$10.65	\$9.75	\$9.65	\$0.00	\$78.15
LABORERS - ZONE 1	6/1/2026	\$49.65	\$10.65	\$9.75	\$9.65	\$0.00	\$79.70
	12/1/2026	\$51.15	\$10.65	\$9.75	\$9.65	\$0.00	\$81.20
	6/1/2027	\$52.75	\$10.65	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.35	\$10.65	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.03	\$10.65	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.70	\$10.65	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							

CARPENTER	3/1/2026	\$62.19	\$10.58	\$11.47	\$8.50	\$0.00	\$92.74
CARPENTERS	9/1/2026	\$63.69	\$10.58	\$11.47	\$8.50	\$0.00	\$94.24
CARPENTERS -ZONE 1 (Metro Boston)	3/1/2027	\$65.19	\$10.58	\$11.47	\$8.50	\$0.00	\$95.74

Apprentice: CARPENTER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$27.99	\$11.08	\$0.00	\$1.73	\$0.00	\$40.80
2	45.00	\$27.99	\$11.08	\$0.00	\$1.73	\$0.00	\$40.80
3	55.00	\$34.20	\$11.08	\$0.00	\$3.40	\$0.00	\$48.68
4	55.00	\$34.20	\$11.08	\$0.00	\$3.40	\$0.00	\$48.68
5	70.00	\$43.53	\$11.08	\$11.41	\$5.10	\$0.00	\$71.12
6	70.00	\$43.53	\$11.08	\$11.41	\$5.10	\$0.00	\$71.12
7	80.00	\$49.75	\$11.08	\$11.44	\$6.80	\$0.00	\$79.07
8	80.00	\$49.75	\$11.08	\$11.44	\$6.80	\$0.00	\$79.07

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

Apprentice to Journeyworker Ratio: 1:5

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARPENTER WOOD FRAME	10/1/2025	\$32.59	\$7.42	\$4.47	\$2.20	\$0.00	\$46.68
CARPENTERS	10/1/2026	\$33.89	\$7.42	\$4.47	\$2.20	\$0.00	\$47.98
CARPENTERS -ZONE 2 (Wood Frame)							
All Aspects of New Wood Frame Work							

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$16.30	\$7.42	\$0.00	\$0.00	\$0.00	\$23.72
2	50.00	\$16.30	\$7.42	\$0.00	\$0.00	\$0.00	\$23.72
3	55.00	\$17.92	\$7.42	\$0.00	\$2.00	\$0.00	\$27.34
4	55.00	\$17.92	\$7.42	\$0.00	\$2.20	\$0.00	\$27.54
5	70.00	\$22.81	\$7.42	\$4.47	\$2.20	\$0.00	\$36.90
6	70.00	\$22.81	\$7.42	\$4.47	\$2.20	\$0.00	\$36.90
7	80.00	\$26.07	\$7.42	\$4.47	\$2.20	\$0.00	\$40.16
8	80.00	\$26.07	\$7.42	\$4.47	\$2.20	\$0.00	\$40.16

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$16.95	\$7.42	\$0.00	\$0.00	\$0.00	\$24.37
2	50.00	\$16.95	\$7.42	\$0.00	\$0.00	\$0.00	\$24.37
3	55.00	\$18.64	\$7.42	\$0.00	\$2.20	\$0.00	\$28.26
4	55.00	\$18.64	\$7.42	\$0.00	\$2.20	\$0.00	\$28.26
5	70.00	\$23.72	\$7.42	\$4.47	\$2.20	\$0.00	\$37.81
6	70.00	\$23.72	\$7.42	\$4.47	\$2.20	\$0.00	\$37.81
7	80.00	\$27.11	\$7.42	\$4.47	\$2.20	\$0.00	\$41.20
8	80.00	\$27.11	\$7.42	\$4.47	\$2.20	\$0.00	\$41.20

Apprentice to Journeyworker Ratio: 1:5

CEMENT MASONRY/PLASTERING	1/1/2026	\$53.24	\$13.35	\$16.43	\$7.78	\$1.80	\$92.60
PLASTERERS AND CEMENT MASONS LOCAL 534	7/1/2026	\$54.49	\$13.35	\$16.43	\$7.78	\$1.80	\$93.85
Plasterers and Cement Masons - Zone 1	1/1/2027	\$55.94	\$13.35	\$16.43	\$7.78	\$1.80	\$95.30
	7/1/2027	\$57.29	\$13.35	\$16.43	\$7.78	\$1.80	\$96.65
	1/1/2028	\$58.64	\$13.35	\$16.43	\$7.78	\$1.80	\$98.00

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.62	\$13.35	\$16.43	\$0.00	\$0.00	\$56.40
2	60.00	\$31.94	\$13.35	\$16.43	\$7.78	\$1.80	\$71.30
3	65.00	\$34.61	\$13.35	\$16.43	\$7.78	\$1.80	\$73.97
4	70.00	\$37.27	\$13.35	\$16.43	\$7.78	\$1.80	\$76.63

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
5	75.00	\$39.93	\$13.35	\$16.43	\$7.78	\$1.80	\$79.29
6	80.00	\$42.59	\$13.35	\$16.43	\$7.78	\$1.80	\$81.95
7	90.00	\$47.92	\$13.35	\$16.43	\$0.00	\$0.00	\$77.70
Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 7/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.25	\$13.35	\$16.43	\$0.00	\$0.00	\$57.03
2	60.00	\$32.69	\$13.35	\$16.43	\$7.78	\$1.80	\$72.05
3	65.00	\$35.42	\$13.35	\$16.43	\$7.78	\$1.80	\$74.78
4	70.00	\$38.14	\$13.35	\$16.43	\$7.78	\$1.80	\$77.50
5	75.00	\$40.87	\$13.35	\$16.43	\$7.78	\$1.80	\$80.23
6	80.00	\$43.59	\$13.35	\$16.43	\$7.78	\$1.80	\$82.95
7	90.00	\$49.04	\$13.35	\$0.00	\$7.78	\$0.00	\$70.17
Apprentice to Journeyworker Ratio: 1:5							
CHAIN SAW OPERATOR	12/1/2025	\$48.10	\$10.65	\$9.75	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$49.65	\$10.65	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.15	\$10.65	\$9.75	\$9.65	\$0.00	\$81.20
	6/1/2027	\$52.75	\$10.65	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.35	\$10.65	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.03	\$10.65	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.70	\$10.65	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/1/2025	\$59.88	\$16.55	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.21	\$16.55	\$13.35	\$3.25	\$0.00	\$94.36
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.69	\$16.55	\$13.35	\$3.25	\$0.00	\$95.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
COMPRESSOR OPERATOR	12/1/2025	\$37.37	\$16.55	\$13.35	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$38.23	\$16.55	\$13.35	\$3.25	\$0.00	\$71.38
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$39.18	\$16.55	\$13.35	\$3.25	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DELEADER (BRIDGE)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: DELEADER (BRIDGE)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29

Apprentice to Journeyworker Ratio: 1:1

DEMO: ADZEMAN LABORERS	12/1/2025	\$48.00	\$10.65	\$9.75	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 1	6/1/2026	\$49.55	\$10.65	\$9.75	\$9.65	\$0.00	\$79.60
	12/7/2026	\$51.05	\$10.65	\$9.75	\$9.65	\$0.00	\$81.10
	6/7/2027	\$52.65	\$10.65	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.25	\$10.65	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.93	\$10.65	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.60	\$10.65	\$9.75	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS	12/1/2025	\$49.00	\$10.65	\$9.75	\$9.65	\$0.00	\$79.05
LABORERS - ZONE 1	6/1/2026	\$50.55	\$10.65	\$9.75	\$9.65	\$0.00	\$80.60
	12/7/2026	\$52.05	\$10.65	\$9.75	\$9.65	\$0.00	\$82.10
	6/7/2027	\$53.65	\$10.65	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.25	\$10.65	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.93	\$10.65	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.60	\$10.65	\$9.75	\$9.65	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS	12/1/2025	\$48.75	\$10.65	\$9.75	\$9.65	\$0.00	\$78.80
LABORERS - ZONE 1	6/1/2026	\$50.30	\$10.65	\$9.75	\$9.65	\$0.00	\$80.35
	12/7/2026	\$51.80	\$10.65	\$9.75	\$9.65	\$0.00	\$81.85
	6/7/2027	\$53.40	\$10.65	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.00	\$10.65	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.68	\$10.65	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.35	\$10.65	\$9.75	\$9.65	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER LABORERS	12/1/2025	\$49.00	\$10.65	\$9.75	\$9.65	\$0.00	\$79.05
LABORERS - ZONE 1	6/1/2026	\$50.55	\$10.65	\$9.75	\$9.65	\$0.00	\$80.60
	12/7/2026	\$52.05	\$10.65	\$9.75	\$9.65	\$0.00	\$82.10
	6/7/2027	\$53.65	\$10.65	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.25	\$10.65	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.93	\$10.65	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.60	\$10.65	\$9.75	\$9.65	\$0.00	\$88.65

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR	12/1/2025	\$48.75	\$10.65	\$9.75	\$9.65	\$0.00	\$78.80
LABORERS	6/1/2026	\$50.30	\$10.65	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS - ZONE 1	12/7/2026	\$51.80	\$10.65	\$9.75	\$9.65	\$0.00	\$81.85
	6/7/2027	\$53.40	\$10.65	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.00	\$10.65	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.68	\$10.65	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.35	\$10.65	\$9.75	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER	12/1/2025	\$48.00	\$10.65	\$9.75	\$9.65	\$0.00	\$78.05
LABORERS	6/1/2026	\$49.55	\$10.65	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS - ZONE 1	12/7/2026	\$51.05	\$10.65	\$9.75	\$9.65	\$0.00	\$81.10
	6/7/2027	\$52.65	\$10.65	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.25	\$10.65	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.93	\$10.65	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.60	\$10.65	\$9.75	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.74	\$16.55	\$13.35	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER	8/1/2024	\$78.11	\$10.08	\$11.62	\$10.04	\$0.00	\$109.85
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate							
DIVER TENDER	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate							
DIVER TENDER (EFFLUENT)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction)	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888							
DRAWBRIDGE - SEIU LOCAL 888							
ELECTRICIAN	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
ELECTRICIANS LOCAL 103	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90

Apprentice: ELECTRICIAN							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$26.74	\$13.00	\$0.80	\$0.00	\$0.00	\$40.54
2	40.00	\$26.74	\$13.00	\$0.80	\$0.00	\$0.00	\$40.54
3	45.00	\$30.09	\$13.00	\$13.53	\$4.05	\$0.00	\$60.67
4	45.00	\$30.09	\$13.00	\$13.53	\$4.05	\$0.00	\$60.67
5	50.00	\$33.43	\$13.00	\$13.63	\$4.50	\$0.00	\$64.56
6	55.00	\$36.77	\$13.00	\$13.73	\$4.95	\$0.00	\$68.45
7	60.00	\$40.12	\$13.00	\$13.83	\$5.40	\$0.00	\$72.35
8	65.00	\$43.46	\$13.00	\$13.93	\$5.85	\$0.00	\$76.24
9	70.00	\$46.80	\$13.00	\$14.03	\$6.30	\$0.00	\$80.13
10	75.00	\$50.15	\$13.00	\$14.13	\$6.75	\$0.00	\$84.03

Apprentice: ELECTRICIAN							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$27.51	\$13.00	\$0.83	\$0.00	\$0.00	\$41.34
2	40.00	\$27.51	\$13.00	\$0.83	\$0.00	\$0.00	\$41.34
3	45.00	\$30.95	\$13.00	\$13.56	\$4.05	\$0.00	\$61.56
4	45.00	\$30.95	\$13.00	\$13.56	\$4.05	\$0.00	\$61.56
5	50.00	\$34.39	\$13.00	\$13.66	\$4.50	\$0.00	\$65.55
6	55.00	\$37.83	\$13.00	\$13.76	\$4.95	\$0.00	\$69.54
7	60.00	\$41.27	\$13.00	\$13.87	\$5.40	\$0.00	\$73.54
8	65.00	\$44.71	\$13.00	\$13.97	\$5.85	\$0.00	\$77.53
9	70.00	\$48.15	\$13.00	\$14.07	\$6.30	\$0.00	\$81.52
10	75.00	\$51.59	\$13.00	\$14.18	\$6.75	\$0.00	\$85.52

Apprentice Notes
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Apprentice to Journeyworker Ratio: 2:3

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

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$38.63	\$0.00	\$0.00	\$0.00	\$0.00	\$38.63
2	55.00	\$42.49	\$16.38	\$11.06	\$10.70	\$0.00	\$80.63
3	65.00	\$50.22	\$16.38	\$11.06	\$10.70	\$0.00	\$88.36
4	70.00	\$54.08	\$16.38	\$11.06	\$10.70	\$0.00	\$92.22
5	80.00	\$61.81	\$16.38	\$11.06	\$10.70	\$0.00	\$99.95
Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$40.28	\$0.00	\$0.00	\$0.00	\$0.00	\$40.28
2	55.00	\$44.30	\$16.48	\$11.16	\$11.00	\$0.00	\$82.94
3	65.00	\$52.36	\$16.48	\$11.16	\$11.00	\$0.00	\$91.00
4	70.00	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
5	80.00	\$64.44	\$16.48	\$11.16	\$11.00	\$0.00	\$103.08
Apprentice to Journeyworker Ratio: 1:1							
ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$54.08	\$16.38	\$11.06	\$10.07	\$0.00	\$91.59
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	12/1/2025	\$48.20	\$10.65	\$9.75	\$9.65	\$0.00	\$78.25
LABORERS	6/1/2026	\$49.75	\$10.65	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$51.25	\$10.65	\$9.75	\$9.65	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	11/1/2025	\$53.56	\$16.05	\$13.25	\$3.25	\$0.00	\$86.11
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$55.00	\$16.05	\$13.25	\$3.25	\$0.00	\$87.55
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$56.29	\$16.05	\$13.25	\$3.25	\$0.00	\$88.84
	5/1/2027	\$57.72	\$16.05	\$13.25	\$3.25	\$0.00	\$90.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	11/1/2025	\$55.17	\$16.05	\$13.25	\$3.25	\$0.00	\$87.72
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$56.62	\$16.05	\$13.25	\$3.25	\$0.00	\$89.17
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$57.92	\$16.05	\$13.25	\$3.25	\$0.00	\$90.47
	5/1/2027	\$59.37	\$16.05	\$13.25	\$3.25	\$0.00	\$91.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	11/1/2025	\$26.03	\$16.05	\$13.25	\$3.25	\$0.00	\$58.58
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$26.88	\$16.05	\$13.25	\$3.25	\$0.00	\$59.43
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$27.64	\$16.05	\$13.25	\$3.25	\$0.00	\$60.19
	5/1/2027	\$28.49	\$16.05	\$13.25	\$3.25	\$0.00	\$61.04

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
ELECTRICIANS LOCAL 103	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE	3/1/2026	\$53.49	\$13.00	\$14.23	\$7.20	\$0.00	\$87.92
/ COMMISSIONING	9/1/2026	\$55.02	\$13.00	\$14.28	\$7.20	\$0.00	\$89.50
ELECTRICIANS LOCAL 103	3/1/2027	\$55.98	\$13.00	\$14.31	\$7.20	\$0.00	\$90.49
ELECTRICIANS LOCAL 103	9/1/2027	\$57.50	\$13.00	\$14.36	\$7.20	\$0.00	\$92.06
	3/1/2028	\$58.46	\$13.00	\$14.38	\$7.20	\$0.00	\$93.04
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							
FIREMAN (ASST. ENGINEER)	12/1/2025	\$47.09	\$16.55	\$13.35	\$3.25	\$0.00	\$80.24
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$48.15	\$16.55	\$13.35	\$3.25	\$0.00	\$81.30
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$49.33	\$16.55	\$13.35	\$3.25	\$0.00	\$82.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	12/1/2025	\$28.09	\$10.65	\$9.75	\$9.65	\$0.00	\$58.14
LABORERS	6/1/2026	\$29.21	\$10.65	\$9.75	\$9.65	\$0.00	\$59.26
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$29.21	\$10.65	\$9.75	\$9.65	\$0.00	\$59.26
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FLOORCOVERER	3/1/2026	\$59.24	\$10.33	\$11.47	\$8.80	\$0.00	\$89.84
FLOORCOVERERS LOCAL 2168	9/1/2026	\$60.74	\$10.33	\$11.47	\$8.80	\$0.00	\$91.34
FLOORCOVERERS LOCAL 2168 ZONE I	3/1/2027	\$62.24	\$10.33	\$11.47	\$8.80	\$0.00	\$92.84

Apprentice: FLOORCOVERER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$26.66	\$10.33	\$0.00	\$1.76	\$0.00	\$38.75
2	45.00	\$26.66	\$10.33	\$0.00	\$1.76	\$0.00	\$38.75
3	55.00	\$32.58	\$10.33	\$0.00	\$3.52	\$0.00	\$46.43
4	55.00	\$32.58	\$10.33	\$0.00	\$3.52	\$0.00	\$46.43
5	70.00	\$41.47	\$10.33	\$11.47	\$5.28	\$0.00	\$68.55
6	70.00	\$41.47	\$10.33	\$11.47	\$5.28	\$0.00	\$68.55
7	80.00	\$47.39	\$10.33	\$11.47	\$7.04	\$0.00	\$76.23
8	80.00	\$47.39	\$10.33	\$11.47	\$7.04	\$0.00	\$76.23

Apprentice: FLOORCOVERER							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.98	\$16.55	\$13.35	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.43	\$16.55	\$13.35	\$3.25	\$0.00	\$94.58

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 12/1/2025							
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	\$16.05	\$13.25	\$3.25	\$0.00	\$68.42
3	65.00	\$38.86	\$16.05	\$13.25	\$3.25	\$0.00	\$71.41
4	70.00	\$41.85	\$16.05	\$13.25	\$3.25	\$0.00	\$74.40
5	75.00	\$44.84	\$16.05	\$13.25	\$3.25	\$0.00	\$77.39
6	80.00	\$47.82	\$16.05	\$13.25	\$3.25	\$0.00	\$80.37
7	85.00	\$50.81	\$16.05	\$13.25	\$3.25	\$0.00	\$83.36
8	90.00	\$53.80	\$16.05	\$13.25	\$3.25	\$0.00	\$86.35

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.99	\$0.00	\$0.00	\$0.00	\$0.00	\$32.99
2	60.00	\$35.99	\$16.55	\$13.35	\$3.25	\$0.00	\$69.14
3	65.00	\$38.99	\$16.55	\$13.35	\$3.25	\$0.00	\$72.14
4	70.00	\$41.99	\$16.55	\$13.35	\$3.25	\$0.00	\$75.14
5	75.00	\$44.99	\$16.55	\$13.35	\$3.25	\$0.00	\$78.14
6	80.00	\$47.98	\$16.55	\$13.35	\$3.25	\$0.00	\$81.13
7	85.00	\$50.98	\$16.55	\$13.35	\$3.25	\$0.00	\$84.13
8	90.00	\$53.98	\$16.55	\$13.35	\$3.25	\$0.00	\$87.13

Apprentice to Journeyworker Ratio: 1:6

HVAC (DUCTWORK)	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
SHEETMETAL WORKERS LOCAL 17							
SHEETMETAL WORKERS LOCAL 17 - A							
For apprentice rates see "Apprentice- SHEET METAL WORKER"							

HVAC (ELECTRICAL CONTROLS)	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
ELECTRICIANS LOCAL 103	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"							

HVAC (TESTING AND BALANCING - AIR)	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
SHEETMETAL WORKERS LOCAL 17							
SHEETMETAL WORKERS LOCAL 17 - A							
For apprentice rates see "Apprentice- SHEET METAL WORKER"							

HVAC (TESTING AND BALANCING -WATER)	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS LABORERS LABORERS - ZONE 1	12/1/2025	\$48.60	\$10.65	\$9.75	\$9.65	\$0.00	\$78.65
	6/1/2026	\$49.40	\$10.65	\$9.75	\$9.65	\$0.00	\$79.45
	12/1/2026	\$51.65	\$10.65	\$9.75	\$9.65	\$0.00	\$81.70
	6/1/2027	\$53.25	\$10.65	\$9.75	\$9.65	\$0.00	\$83.30
	12/1/2027	\$54.85	\$10.65	\$9.75	\$9.65	\$0.00	\$84.90
	6/1/2028	\$56.53	\$10.65	\$9.75	\$9.65	\$0.00	\$86.58
	12/1/2028	\$58.20	\$10.65	\$9.75	\$9.65	\$0.00	\$88.25
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2025	\$48.70	\$10.65	\$9.75	\$9.65	\$0.00	\$78.75
	6/1/2026	\$50.25	\$10.65	\$9.75	\$9.65	\$0.00	\$80.30
	12/1/2026	\$51.75	\$10.65	\$9.75	\$9.65	\$0.00	\$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	9/1/2025	\$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: 9/1/2025							
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

Apprentice: INSULATOR (PIPES & TANKS)							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.88	\$14.75	\$9.27	\$5.05	\$0.00	\$60.95
2	60.00	\$38.26	\$14.75	\$9.32	\$6.05	\$0.00	\$68.38
3	70.00	\$44.63	\$14.75	\$9.37	\$7.06	\$0.00	\$75.81
4	80.00	\$51.01	\$14.75	\$9.42	\$8.07	\$0.00	\$83.25

Apprentice to Journeyworker Ratio: 1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7	9/16/2025	\$57.87	\$9.05	\$12.75	\$14.50	\$0.00	\$94.17
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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IRONWORKERS LOCAL 7 (BOSTON AREA)

Apprentice: IRONWORKER/WELDER							
Effective Date: 9/16/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$34.72	\$9.05	\$12.75	\$4.50	\$0.00	\$61.02
2	75.00	\$43.40	\$9.05	\$12.75	\$4.50	\$0.00	\$69.70
3	85.00	\$49.19	\$9.05	\$12.75	\$4.50	\$0.00	\$75.49
4	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Apprentice to Journeyworker Ratio: 1:4

JACKHAMMER & PAVING BREAKER OPERATOR	12/1/2025	\$48.10	\$10.65	\$9.75	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$49.65	\$10.65	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.15	\$10.65	\$9.75	\$9.65	\$0.00	\$81.20
	6/1/2027	\$52.75	\$10.65	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.35	\$10.65	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.03	\$10.65	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.70	\$10.65	\$9.75	\$9.65	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

LABORER	12/1/2025	\$47.85	\$10.65	\$9.75	\$9.65	\$0.00	\$77.90
LABORERS	6/1/2026	\$49.40	\$10.65	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS - ZONE 1	12/1/2026	\$50.90	\$10.65	\$9.75	\$9.65	\$0.00	\$80.95
	6/1/2027	\$52.50	\$10.65	\$9.75	\$9.65	\$0.00	\$82.55
	12/1/2027	\$54.10	\$10.65	\$9.75	\$9.65	\$0.00	\$84.15
	6/1/2028	\$55.78	\$10.65	\$9.75	\$9.65	\$0.00	\$85.83
	12/1/2028	\$57.45	\$10.65	\$9.75	\$9.65	\$0.00	\$87.50

Apprentice: LABORER							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$28.71	\$10.65	\$9.75	\$9.65	\$0.00	\$58.76
2	70.00	\$33.50	\$10.65	\$9.75	\$9.65	\$0.00	\$63.55
3	80.00	\$38.28	\$10.65	\$9.75	\$9.65	\$0.00	\$68.33
4	90.00	\$43.07	\$10.65	\$9.75	\$9.65	\$0.00	\$73.12

Apprentice: LABORER							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$29.64	\$10.65	\$9.75	\$9.65	\$0.00	\$59.69

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: LABORER							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	70.00	\$34.58	\$10.65	\$9.75	\$9.65	\$0.00	\$64.63
3	80.00	\$39.52	\$10.65	\$9.75	\$9.65	\$0.00	\$69.57
4	90.00	\$44.46	\$10.65	\$9.75	\$9.65	\$0.00	\$74.51

Apprentice to Journeyworker Ratio: 1:5

LABORER (HEAVY & HIGHWAY)	12/1/2025	\$47.95	\$10.65	\$9.75	\$9.65	\$0.00	\$78.00
LABORERS	6/1/2026	\$49.50	\$10.65	\$9.75	\$9.65	\$0.00	\$79.55
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$51.00	\$10.65	\$9.75	\$9.65	\$0.00	\$81.05

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$29.22	\$10.15	\$9.50	\$9.65	\$0.00	\$58.52
2	70.00	\$34.09	\$10.15	\$9.50	\$9.65	\$0.00	\$63.39
3	80.00	\$38.96	\$10.15	\$9.50	\$9.65	\$0.00	\$68.26
4	90.00	\$43.83	\$10.15	\$9.50	\$9.65	\$0.00	\$73.13

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$29.70	\$10.65	\$9.75	\$9.65	\$0.00	\$59.75
2	70.00	\$34.65	\$10.65	\$9.75	\$9.65	\$0.00	\$64.70
3	80.00	\$39.60	\$10.65	\$9.75	\$9.65	\$0.00	\$69.65
4	90.00	\$44.55	\$10.65	\$9.75	\$9.65	\$0.00	\$74.60

Apprentice to Journeyworker Ratio: 1:5

LABORER: CARPENTER TENDER	12/1/2025	\$47.85	\$10.65	\$9.75	\$9.65	\$0.00	\$77.90
LABORERS	6/1/2026	\$49.40	\$10.65	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS - ZONE 1	12/1/2026	\$50.90	\$10.65	\$9.75	\$9.65	\$0.00	\$80.95
	6/1/2027	\$52.50	\$10.65	\$9.75	\$9.65	\$0.00	\$82.55
	12/1/2027	\$54.10	\$10.65	\$9.75	\$9.65	\$0.00	\$84.15
	6/1/2028	\$55.78	\$10.65	\$9.75	\$9.65	\$0.00	\$85.83
	12/1/2028	\$57.45	\$10.65	\$9.75	\$9.65	\$0.00	\$87.50

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	12/1/2025	\$47.85	\$10.65	\$9.75	\$9.65	\$0.00	\$77.90
LABORERS	6/1/2026	\$49.40	\$10.65	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS - ZONE 1	12/1/2026	\$50.90	\$10.65	\$9.75	\$9.65	\$0.00	\$80.95
	6/1/2027	\$52.50	\$10.65	\$9.75	\$9.65	\$0.00	\$82.55

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2027	\$54.10	\$10.65	\$9.75	\$9.65	\$0.00	\$84.15
	6/1/2028	\$55.78	\$10.65	\$9.75	\$9.65	\$0.00	\$85.83
	12/1/2028	\$57.45	\$10.65	\$9.75	\$9.65	\$0.00	\$87.50

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS	12/1/2025	\$48.00	\$10.65	\$9.75	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 1	6/1/2026	\$49.55	\$10.65	\$9.75	\$9.65	\$0.00	\$79.60
	12/7/2026	\$51.05	\$10.65	\$9.75	\$9.65	\$0.00	\$81.10
	6/7/2027	\$52.65	\$10.65	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.25	\$10.65	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.93	\$10.65	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.60	\$10.65	\$9.75	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER LABORERS	12/1/2025	\$48.10	\$10.65	\$9.75	\$9.65	\$0.00	\$78.15
LABORERS - ZONE 1	6/1/2026	\$49.65	\$10.65	\$9.75	\$9.65	\$0.00	\$79.70
	12/1/2026	\$51.15	\$10.65	\$9.75	\$9.65	\$0.00	\$81.20
	6/1/2027	\$52.75	\$10.65	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.35	\$10.65	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.03	\$10.65	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.70	\$10.65	\$9.75	\$9.65	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$48.20	\$10.65	\$9.75	\$9.65	\$0.00	\$78.25
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	6/1/2026	\$49.75	\$10.65	\$9.75	\$9.65	\$0.00	\$79.80
	12/1/2026	\$51.25	\$10.65	\$9.75	\$9.65	\$0.00	\$81.30

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

LABORER: MULTI-TRADE TENDER LABORERS	12/1/2025	\$47.85	\$10.65	\$9.75	\$9.65	\$0.00	\$77.90
LABORERS - ZONE 1	6/1/2026	\$49.40	\$10.65	\$9.75	\$9.65	\$0.00	\$79.45
	12/1/2026	\$50.90	\$10.65	\$9.75	\$9.65	\$0.00	\$80.95
	6/1/2027	\$52.50	\$10.65	\$9.75	\$9.65	\$0.00	\$82.55
	12/1/2027	\$54.10	\$10.65	\$9.75	\$9.65	\$0.00	\$84.15
	6/1/2028	\$55.78	\$10.65	\$9.75	\$9.65	\$0.00	\$85.83
	12/1/2028	\$57.45	\$10.65	\$9.75	\$9.65	\$0.00	\$87.50

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER LABORERS	12/1/2025	\$47.85	\$10.65	\$9.75	\$9.65	\$0.00	\$77.90
LABORERS - ZONE 1	6/1/2026	\$49.40	\$10.65	\$9.75	\$9.65	\$0.00	\$79.45
	12/1/2026	\$50.90	\$10.65	\$9.75	\$9.65	\$0.00	\$80.95
	6/1/2027	\$52.50	\$10.65	\$9.75	\$9.65	\$0.00	\$82.55
	12/1/2027	\$54.10	\$10.65	\$9.75	\$9.65	\$0.00	\$84.15
	6/1/2028	\$55.78	\$10.65	\$9.75	\$9.65	\$0.00	\$85.83
	12/1/2028	\$57.45	\$10.65	\$9.75	\$9.65	\$0.00	\$87.50

This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR LABORERS	12/1/2025	\$48.10	\$10.65	\$9.75	\$9.65	\$0.00	\$78.15
LABORERS - ZONE 1	6/1/2026	\$49.65	\$10.65	\$9.75	\$9.65	\$0.00	\$79.70
	12/1/2026	\$51.15	\$10.65	\$9.75	\$9.65	\$0.00	\$81.20
	6/1/2027	\$52.75	\$10.65	\$9.75	\$9.65	\$0.00	\$82.80

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2027	\$54.35	\$10.65	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.03	\$10.65	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.70	\$10.65	\$9.75	\$9.65	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$48.20	\$10.65	\$9.75	\$9.65	\$0.00	\$78.25
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	6/1/2026	\$49.75	\$10.65	\$9.75	\$9.65	\$0.00	\$79.80
	12/1/2026	\$51.25	\$10.65	\$9.75	\$9.65	\$0.00	\$81.30

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

MARBLE & TILE FINISHERS	2/1/2026	\$52.08	\$12.84	\$15.57	\$5.78	\$0.00	\$86.27
BRICKLAYERS LOCAL 3	8/1/2026	\$53.84	\$12.84	\$15.57	\$5.78	\$0.00	\$88.03
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$54.96	\$12.84	\$15.57	\$5.78	\$0.00	\$89.15

Apprentice: MARBLE & TILE FINISHERS							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.04	\$12.84	\$15.57	\$5.78	\$0.00	\$60.23
2	60.00	\$31.25	\$12.84	\$15.57	\$5.78	\$0.00	\$65.44
3	70.00	\$36.46	\$12.84	\$15.57	\$5.78	\$0.00	\$70.65
4	80.00	\$41.66	\$12.84	\$15.57	\$5.78	\$0.00	\$75.85
5	90.00	\$46.87	\$12.84	\$15.57	\$5.78	\$0.00	\$81.06

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

Apprentice to Journeyworker Ratio: 1:5

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	2/1/2026	\$67.97	\$12.84	\$15.57	\$7.99	\$0.00	\$104.37
BRICKLAYERS LOCAL 3	8/1/2026	\$70.17	\$12.84	\$15.57	\$7.99	\$0.00	\$106.57
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$71.57	\$12.84	\$15.57	\$7.99	\$0.00	\$107.97

Apprentice: MARBLE MASONS, TILELAYERS & TERRAZZO MECH							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.99	\$12.84	\$15.57	\$7.99	\$0.00	\$70.39
2	60.00	\$40.78	\$12.84	\$15.57	\$7.99	\$0.00	\$77.18

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
MORTAR MIXER LABORERS	12/1/2025	\$48.10	\$10.65	\$9.75	\$9.65	\$0.00	\$78.15
LABORERS - ZONE 1	6/1/2026	\$49.65	\$10.65	\$9.75	\$9.65	\$0.00	\$79.70
	12/1/2026	\$51.15	\$10.65	\$9.75	\$9.65	\$0.00	\$81.20
	6/1/2027	\$52.75	\$10.65	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.35	\$10.65	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.03	\$10.65	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.70	\$10.65	\$9.75	\$9.65	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/1/2025	\$25.08	\$16.55	\$13.35	\$3.25	\$0.00	\$58.23
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$25.67	\$16.55	\$13.35	\$3.25	\$0.00	\$58.82
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$26.34	\$16.55	\$13.35	\$3.25	\$0.00	\$59.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	12/1/2025	\$31.05	\$16.55	\$13.35	\$3.25	\$0.00	\$64.20
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$31.77	\$16.55	\$13.35	\$3.25	\$0.00	\$64.92
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$32.57	\$16.55	\$13.35	\$3.25	\$0.00	\$65.72

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.74	\$16.55	\$13.35	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							

Apprentice: PAINTER (BRIDGES/TANKS)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2026	\$56.25	\$10.35	\$12.00	\$12.60	\$0.00	\$91.20
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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
PAINTERS LOCAL 35 - ZONE 1

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER / TAPER (BRUSH, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	65.00	\$35.65	\$10.35	\$0.00	\$8.19	\$0.00	\$54.19
5	70.00	\$38.40	\$10.35	\$12.00	\$8.82	\$0.00	\$69.57
6	75.00	\$41.14	\$10.35	\$12.00	\$9.45	\$0.00	\$72.94
7	80.00	\$43.88	\$10.35	\$12.00	\$10.08	\$0.00	\$76.31
8	90.00	\$49.37	\$10.35	\$12.00	\$11.34	\$0.00	\$83.06
Apprentice to Journeyworker Ratio: 1:1							
PAINTER / TAPER (BRUSH, REPAINT)	1/1/2026	\$52.91	\$10.35	\$12.00	\$12.60	\$0.00	\$87.86
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							
Apprentice: PAINTER / TAPER (BRUSH, REPAINT)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.46	\$10.35	\$0.00	\$0.00	\$0.00	\$36.81
2	55.00	\$29.10	\$10.35	\$0.00	\$6.93	\$0.00	\$46.38
3	60.00	\$31.75	\$10.35	\$0.00	\$7.56	\$0.00	\$49.66
4	65.00	\$34.39	\$10.35	\$0.00	\$8.19	\$0.00	\$52.93
5	70.00	\$37.04	\$10.35	\$12.00	\$8.82	\$0.00	\$68.21
6	75.00	\$39.68	\$10.35	\$12.00	\$9.45	\$0.00	\$71.48
7	80.00	\$42.33	\$10.35	\$12.00	\$10.08	\$0.00	\$74.76
8	90.00	\$47.62	\$10.35	\$12.00	\$11.34	\$0.00	\$81.31
Apprentice to Journeyworker Ratio: 1:1							
PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/1/2025	\$47.95	\$10.65	\$9.75	\$9.65	\$0.00	\$78.00
LABORERS	6/1/2026	\$49.50	\$10.65	\$9.75	\$9.65	\$0.00	\$79.55
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$51.00	\$10.65	\$9.75	\$9.65	\$0.00	\$81.05
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
PANEL & PICKUP TRUCKS DRIVER	12/1/2025	\$41.88	\$15.41	\$21.78	\$0.00	\$0.00	\$79.07
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.88	\$15.41	\$21.78	\$0.00	\$0.00	\$80.07
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	8/1/2026	\$42.88	\$15.91	\$21.78	\$0.00	\$0.00	\$80.57
	12/1/2026	\$42.88	\$15.91	\$23.52	\$0.00	\$0.00	\$82.31
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
PILE DRIVER	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PILE DRIVER							
Effective Date: 8/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$25.11	\$10.08	\$0.00	\$2.53	\$0.00	\$37.72
2	55.00	\$30.68	\$10.08	\$0.00	\$5.07	\$0.00	\$45.83
3	70.00	\$39.05	\$10.08	\$11.62	\$7.60	\$0.00	\$68.35
4	80.00	\$44.63	\$10.08	\$11.62	\$10.14	\$0.00	\$76.47
Apprentice to Journeyworker Ratio: 1:5							
PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
Apprentice: PIPEFITTER & STEAMFITTER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$28.23	\$13.95	\$0.30	\$9.55	\$0.00	\$52.03
2	45.00	\$31.76	\$13.95	\$14.00	\$9.55	\$0.00	\$69.26
3	60.00	\$42.35	\$13.95	\$14.00	\$9.55	\$0.00	\$79.85
4	70.00	\$49.41	\$13.95	\$14.00	\$9.55	\$0.00	\$86.91
5	80.00	\$56.46	\$13.95	\$14.00	\$9.55	\$0.00	\$93.96
Apprentice to Journeyworker Ratio: 1:3							
PIPELAYER LABORERS LABORERS - ZONE 1	12/1/2025	\$48.10	\$10.65	\$9.75	\$9.65	\$0.00	\$78.15
	6/1/2026	\$49.65	\$10.65	\$9.75	\$9.65	\$0.00	\$79.70
	12/1/2026	\$51.15	\$10.65	\$9.75	\$9.65	\$0.00	\$81.20
	6/1/2027	\$52.75	\$10.65	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.35	\$10.65	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.03	\$10.65	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.70	\$10.65	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2025	\$48.20	\$10.65	\$9.75	\$9.65	\$0.00	\$78.25
	6/1/2026	\$49.75	\$10.65	\$9.75	\$9.65	\$0.00	\$79.80
	12/1/2026	\$51.25	\$10.65	\$9.75	\$9.65	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12 PLUMBERS & GASFITTERS LOCAL 12	3/2/2026	\$72.64	\$15.32	\$12.61	\$8.00	\$0.00	\$108.57
	8/31/2026	\$74.79	\$15.32	\$12.61	\$8.00	\$0.00	\$110.72
	3/1/2027	\$76.94	\$15.32	\$12.61	\$8.00	\$0.00	\$112.87
	8/30/2027	\$79.09	\$15.32	\$12.61	\$8.00	\$0.00	\$115.02
	2/28/2028	\$81.29	\$15.32	\$12.61	\$8.00	\$0.00	\$117.22
	9/4/2028	\$83.49	\$15.32	\$12.61	\$8.00	\$0.00	\$119.42
	3/5/2029	\$85.69	\$15.32	\$12.61	\$8.00	\$0.00	\$121.62

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	9/3/2029	\$87.89	\$15.32	\$12.61	\$8.00	\$0.00	\$123.82
	3/4/2030	\$89.84	\$15.32	\$12.61	\$8.00	\$0.00	\$125.77

Apprentice: PLUMBERS & GASFITTERS							
Effective Date: 3/2/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$25.42	\$15.32	\$4.61	\$2.80	\$0.00	\$48.15
2	40.00	\$29.06	\$15.32	\$5.22	\$3.20	\$0.00	\$52.80
3	55.00	\$39.95	\$15.32	\$7.07	\$4.40	\$0.00	\$66.74
4	65.00	\$47.22	\$15.32	\$8.30	\$5.20	\$0.00	\$76.04
5	75.00	\$54.48	\$15.32	\$9.53	\$6.00	\$0.00	\$85.33

Apprentice: PLUMBERS & GASFITTERS							
Effective Date: 8/31/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$26.18	\$15.32	\$4.61	\$2.80	\$0.00	\$48.91
2	40.00	\$29.92	\$15.32	\$5.22	\$3.20	\$0.00	\$53.66
3	55.00	\$41.13	\$15.32	\$7.07	\$5.20	\$0.00	\$68.72
4	65.00	\$48.61	\$15.32	\$8.30	\$5.20	\$0.00	\$77.43
5	75.00	\$56.09	\$15.32	\$9.53	\$6.00	\$0.00	\$86.94

Apprentice to Journeyworker Ratio: 1:2

PNEUMATIC CONTROLS (TEMP.)	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
PIPEFITTERS LOCAL 537							
PIPEFITTERS LOCAL 537							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							

PNEUMATIC DRILL/TOOL OPERATOR	12/1/2025	\$48.10	\$10.65	\$9.75	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$49.65	\$10.65	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.15	\$10.65	\$9.75	\$9.65	\$0.00	\$81.20
	6/1/2027	\$52.75	\$10.65	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.35	\$10.65	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.03	\$10.65	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.70	\$10.65	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$48.20	\$10.65	\$9.75	\$9.65	\$0.00	\$78.25
LABORERS	6/1/2026	\$49.75	\$10.65	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$51.25	\$10.65	\$9.75	\$9.65	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							

POWDERMAN & BLASTER	12/1/2025	\$48.85	\$10.65	\$9.75	\$9.65	\$0.00	\$78.90
LABORERS	6/1/2026	\$50.40	\$10.65	\$9.75	\$9.65	\$0.00	\$80.45
LABORERS - ZONE 1	12/1/2026	\$51.90	\$10.65	\$9.75	\$9.65	\$0.00	\$81.95
	6/1/2027	\$53.50	\$10.65	\$9.75	\$9.65	\$0.00	\$83.55
	12/1/2027	\$55.10	\$10.65	\$9.75	\$9.65	\$0.00	\$85.15

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2028	\$56.78	\$10.65	\$9.75	\$9.65	\$0.00	\$86.83
	12/1/2028	\$58.45	\$10.65	\$9.75	\$9.65	\$0.00	\$88.50
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$48.95	\$10.65	\$9.75	\$9.65	\$0.00	\$79.00
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	6/1/2026	\$50.50	\$10.65	\$9.75	\$9.65	\$0.00	\$80.55
	12/1/2026	\$52.00	\$10.65	\$9.75	\$9.65	\$0.00	\$82.05
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.98	\$16.55	\$13.35	\$3.25	\$0.00	\$93.13
	12/1/2026	\$61.43	\$16.55	\$13.35	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
	12/1/2026	\$60.74	\$16.55	\$13.35	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	12/1/2025	\$37.37	\$16.55	\$13.35	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$38.23	\$16.55	\$13.35	\$3.25	\$0.00	\$71.38
	12/1/2026	\$39.18	\$16.55	\$13.35	\$3.25	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY MIX CONCRETE DRIVERS after 4/30/12 (Drivers Hired After 4/30/2012) TEAMSTERS 25 (Metro) - Aggregate TEAMSTERS 25 (Metro) - Aggregate	8/1/2022	\$30.40	\$11.91	\$15.25	\$0.00	\$0.00	\$57.56
READY-MIX CONCRETE DRIVER TEAMSTERS 25 (Metro) - Aggregate TEAMSTERS 25 (Metro) - Aggregate	8/1/2022	\$34.41	\$11.91	\$15.25	\$0.00	\$0.00	\$61.57
RECLAIMERS OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
	12/1/2026	\$60.74	\$16.55	\$13.35	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS	12/1/2025	\$48.10	\$10.65	\$9.75	\$9.65	\$0.00	\$78.15
LABORERS - ZONE 1	6/1/2026	\$49.65	\$10.65	\$9.75	\$9.65	\$0.00	\$79.70
	12/1/2026	\$51.15	\$10.65	\$9.75	\$9.65	\$0.00	\$81.20
	6/1/2027	\$52.75	\$10.65	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.35	\$10.65	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.03	\$10.65	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.70	\$10.65	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
	12/1/2026	\$60.74	\$16.55	\$13.35	\$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
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) ROOFERS LOCAL 33 ROOFERS LOCAL 33	2/1/2026	\$53.53	\$14.53	\$12.67	\$9.03	\$0.00	\$89.76

Apprentice: ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg)							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.77	\$14.53	\$6.52	\$9.03	\$0.00	\$56.85
2	60.00	\$32.12	\$14.53	\$12.67	\$9.03	\$0.00	\$68.35
3	65.00	\$34.79	\$14.53	\$12.67	\$9.03	\$0.00	\$71.02
4	75.00	\$40.15	\$14.53	\$12.67	\$9.03	\$0.00	\$76.38
5	85.00	\$45.50	\$14.53	\$12.67	\$9.03	\$0.00	\$81.73

Apprentice Notes
 ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

Apprentice to Journeyworker Ratio: 1:5

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33 ROOFERS LOCAL 33	2/1/2026	\$53.78	\$14.53	\$12.67	\$9.03	\$0.00	\$90.01
For apprentice rates see "Apprentice- ROOFER"							

SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
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Apprentice: SHEETMETAL WORKER							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	42.00	\$26.43	\$14.91	\$6.19	\$0.00	\$0.00	\$47.53
2	42.00	\$26.43	\$14.91	\$6.19	\$0.00	\$0.00	\$47.53
3	47.00	\$29.58	\$14.91	\$10.93	\$1.25	\$1.62	\$58.29
4	47.00	\$29.58	\$14.91	\$10.93	\$1.25	\$1.62	\$58.29
5	52.00	\$32.72	\$14.91	\$11.66	\$1.50	\$1.74	\$62.53
6	52.00	\$32.72	\$14.91	\$11.66	\$1.75	\$1.75	\$62.79
7	60.00	\$37.76	\$14.91	\$12.84	\$2.00	\$1.93	\$69.44
8	65.00	\$40.90	\$14.91	\$13.58	\$2.25	\$2.04	\$73.68
9	75.00	\$47.20	\$14.91	\$15.06	\$2.75	\$2.28	\$82.20
10	85.00	\$53.49	\$14.91	\$16.53	\$2.75	\$2.49	\$90.17

Apprentice to Journeyworker Ratio: 1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/1/2025	\$42.34	\$15.41	\$21.78	\$0.00	\$0.00	\$79.53
	6/1/2026	\$43.34	\$15.41	\$21.78	\$0.00	\$0.00	\$80.53
	8/1/2026	\$43.34	\$15.91	\$21.78	\$0.00	\$0.00	\$81.03
	12/1/2026	\$43.34	\$15.91	\$23.52	\$0.00	\$0.00	\$82.77

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/1/2025	\$42.63	\$15.41	\$21.78	\$0.00	\$0.00	\$79.82
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$43.63	\$15.41	\$21.78	\$0.00	\$0.00	\$80.82
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	8/1/2026	\$43.63	\$15.91	\$21.78	\$0.00	\$0.00	\$81.32
	12/1/2026	\$43.63	\$15.91	\$23.52	\$0.00	\$0.00	\$83.06
SPRINKLER FITTER	1/1/2026	\$72.05	\$13.45	\$7.45	\$18.25	\$0.00	\$111.20
SPRINKLER FITTERS LOCAL 550							
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1							

Apprentice: SPRINKLER FITTER							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$25.22	\$13.45	\$13.84	\$0.00	\$0.00	\$52.51
2	40.00	\$28.82	\$13.45	\$14.75	\$0.00	\$0.00	\$57.02
3	45.00	\$32.42	\$13.45	\$15.67	\$0.00	\$0.00	\$61.54
4	50.00	\$36.03	\$13.45	\$16.57	\$0.00	\$0.00	\$66.05
5	55.00	\$39.63	\$13.45	\$17.49	\$0.00	\$0.00	\$70.57
6	60.00	\$43.23	\$13.45	\$18.40	\$0.00	\$0.00	\$75.08
7	65.00	\$46.83	\$13.45	\$19.32	\$0.00	\$0.00	\$79.60
8	70.00	\$50.44	\$13.45	\$20.22	\$0.00	\$0.00	\$84.11
9	75.00	\$54.04	\$13.45	\$21.15	\$0.00	\$0.00	\$88.64
10	80.00	\$57.64	\$13.45	\$22.05	\$0.00	\$0.00	\$93.14

Apprentice Notes
 Apprentice entered prior 9/30/10:

Apprentice to Journeyworker Ratio: 1:3

STEAM BOILER OPERATOR	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.74	\$16.55	\$13.35	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.74	\$16.55	\$13.35	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN	3/1/2026	\$53.49	\$13.00	\$14.23	\$7.20	\$0.00	\$87.92
TELECOMMUNICATION TECHNICIAN	9/1/2026	\$55.02	\$13.00	\$14.28	\$7.20	\$0.00	\$89.50
ELECTRICIANS LOCAL 103	3/1/2027	\$55.98	\$13.00	\$14.31	\$7.20	\$0.00	\$90.49
ELECTRICIANS LOCAL 103	9/1/2027	\$57.50	\$13.00	\$14.36	\$7.20	\$0.00	\$92.06
	3/1/2028	\$58.46	\$13.00	\$14.38	\$7.20	\$0.00	\$93.04

For apprentice rates and ratios see "Apprentice- ELECTRICIAN"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TERRAZZO FINISHERS							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.55	\$12.84	\$15.57	\$8.02	\$0.00	\$70.98
2	60.00	\$41.45	\$12.84	\$15.57	\$8.02	\$0.00	\$77.88
3	70.00	\$48.36	\$12.84	\$15.57	\$8.02	\$0.00	\$84.79
4	80.00	\$55.27	\$12.84	\$15.57	\$8.02	\$0.00	\$91.70
5	90.00	\$62.18	\$12.84	\$15.57	\$8.02	\$0.00	\$98.61
Apprentice to Journeyworker Ratio: 1:5							
TEST BORING DRILLER LABORERS	12/1/2025	\$51.95	\$10.65	\$9.75	\$9.80	\$0.00	\$82.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$53.50	\$10.65	\$9.75	\$9.80	\$0.00	\$83.70
	12/1/2026	\$55.00	\$10.65	\$9.75	\$9.80	\$0.00	\$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER LABORERS	12/1/2025	\$48.07	\$10.65	\$9.75	\$9.80	\$0.00	\$78.27
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$49.62	\$10.65	\$9.75	\$9.80	\$0.00	\$79.82
	12/1/2026	\$51.12	\$10.65	\$9.75	\$9.80	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER LABORERS	12/1/2025	\$47.95	\$10.65	\$9.75	\$9.80	\$0.00	\$78.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$49.50	\$10.65	\$9.75	\$9.80	\$0.00	\$79.70
	12/1/2026	\$51.00	\$10.65	\$9.75	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
	12/1/2026	\$60.74	\$16.55	\$13.35	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$42.92	\$15.41	\$21.78	\$0.00	\$0.00	\$80.11
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	6/1/2026	\$43.92	\$15.41	\$21.78	\$0.00	\$0.00	\$81.11
	8/1/2026	\$43.92	\$15.91	\$21.78	\$0.00	\$0.00	\$81.61
	12/1/2026	\$43.92	\$15.91	\$23.52	\$0.00	\$0.00	\$83.35
TUNNEL WORK - COMPRESSED AIR LABORERS	12/1/2025	\$60.18	\$10.65	\$9.75	\$10.25	\$0.00	\$90.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$61.73	\$10.65	\$9.75	\$10.25	\$0.00	\$92.38
	12/1/2026	\$63.23	\$10.65	\$9.75	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS	12/1/2025	\$62.18	\$10.65	\$9.75	\$10.25	\$0.00	\$92.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$63.73	\$10.65	\$9.75	\$10.25	\$0.00	\$94.38
	12/1/2026	\$65.23	\$10.65	\$9.75	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR	12/1/2025	\$52.25	\$10.65	\$9.75	\$10.25	\$0.00	\$82.90

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	6/1/2026	\$53.80	\$10.65	\$9.75	\$10.25	\$0.00	\$84.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$55.30	\$10.65	\$9.75	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE)	12/1/2025	\$54.25	\$10.65	\$9.75	\$10.25	\$0.00	\$84.90
LABORERS	6/1/2026	\$55.80	\$10.65	\$9.75	\$10.25	\$0.00	\$86.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$57.30	\$10.65	\$9.75	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	12/1/2025	\$42.34	\$15.41	\$21.78	\$0.00	\$0.00	\$79.53
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$43.34	\$15.41	\$21.78	\$0.00	\$0.00	\$80.53
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	8/1/2026	\$43.34	\$15.91	\$21.78	\$0.00	\$0.00	\$81.03
	12/1/2026	\$43.34	\$15.91	\$23.52	\$0.00	\$0.00	\$82.77
WAGON DRILL OPERATOR	12/1/2025	\$48.10	\$10.65	\$9.75	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$49.65	\$10.65	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.15	\$10.65	\$9.75	\$9.65	\$0.00	\$81.20
	6/1/2027	\$52.75	\$10.65	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.35	\$10.65	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.03	\$10.65	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.70	\$10.65	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$48.20	\$10.65	\$9.75	\$9.65	\$0.00	\$78.25
LABORERS	6/1/2026	\$49.75	\$10.65	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$51.25	\$10.65	\$9.75	\$9.65	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WASTE WATER PUMP OPERATOR	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.98	\$16.55	\$13.35	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.43	\$16.55	\$13.35	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER	3/2/2026	\$72.64	\$15.32	\$12.61	\$8.00	\$0.00	\$108.57
PLUMBERS & GASFITTERS LOCAL 12	8/31/2026	\$74.79	\$15.32	\$12.61	\$8.00	\$0.00	\$110.72
PLUMBERS & GASFITTERS LOCAL 12	3/1/2027	\$76.94	\$15.32	\$12.61	\$8.00	\$0.00	\$112.87
	8/30/2027	\$79.09	\$15.32	\$12.61	\$8.00	\$0.00	\$115.02
	2/2/2028	\$81.29	\$15.32	\$12.61	\$8.00	\$0.00	\$117.22
	9/4/2028	\$83.49	\$15.32	\$12.61	\$8.00	\$0.00	\$119.42
	3/5/2029	\$85.69	\$15.32	\$12.61	\$8.00	\$0.00	\$121.62
	9/3/2029	\$87.89	\$15.32	\$12.61	\$8.00	\$0.00	\$123.82
	3/4/2030	\$89.84	\$15.32	\$12.61	\$8.00	\$0.00	\$125.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Additional Apprentice Information

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

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

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

PHASING OF WORK

The work referred to herein is located at the:

Old Everett High School
Everett, Massachusetts

Time for Completion:

Monday, June 22, 2026:

The contractor shall install 6' encased/covered fencing and two (2) gates around the perimeter of the site. The fence shall remain in place until August 15, 2026.

Phase I (First Floor)*:

The contractor shall commence work on Monday, June 22, 2026, and must complete all work to be ready for re-occupancy by Friday, August 7, 2026, between the hours of 7:00AM-11:00PM. Dates allocated shall include the removal of all stored items in the abatement areas to the field house, installing carpet tiles and moving back all stored items from the field house to each perspective room/area. The field house shall be demarcated to indicate the location of stored items per room/area.

Phase II (Sub-Basement and Ground Floor):

The contractor shall commence work on Monday, July 20, 2026, and must complete all work to be ready for re-occupancy by Friday, August 21, 2026, between the hours of 7:00AM-11:00PM.

Phase III (Fourth-Second Floors):

The contractor shall commence work on Monday, September 7, 2026, and must complete all work by Friday, October 9, 2026, between the hours of 3:30PM-11:00PM.

There is always the possibility of changing the phase of the project. Change in phasing shall not be the basis for any additional cost to the Owner. The contractor may propose earlier start and completion dates for Phase II & III.

Liquidated Damages:

Bidder must agree to commence and complete "WORK" and meet the Owner schedule for phasing of the "WORK", if any, in accordance with the dates stipulated above for each phase. Bidder must also agree to pay liquidated damages to cover various expenses (such as relocation) and loss that the owner might incur, the sum of

\$ 5,000.00 per day/per phase

that the Contractor does not complete the work required by the phasing dates of "WORK" stipulated above. Such money shall be paid as liquidated damages, not as a penalty, to partially cover losses and expenses to the Owner.

- *: While work on the first floor is being performed, all stored not bolted down items (including but not limited to books, paper, chairs, tables, cabinets, plus all other items typically used) on the remaining floors shall be decontaminated, removed, and disposed of. The City will work with the contractor to facilitate staging and deliveries during the week of June 22, 2026. All furniture-related work shall be completed within 2 weeks from start.

SECTION 01 35 43

ENVIRONMENTAL PROCEDURES

PART 1 – GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.
- B. Examine all other Sections of the Specifications for requirements that affect work of this Section whether or not such work is specifically mentioned in this Section.

1.2 RELATED WORK UNDER OTHER SECTIONS

- A. Section 02 28 20 - Asbestos Remediation.
- B. Section 09 68 13 – Tile Carpeting.
- C. Floor Plans.

1.3 HAZARDOUS MATERIALS PROCEDURE

- A. Asbestos:
 - 1. Asbestos Materials Exist On-Site: There are accessible and inaccessible Asbestos Containing Materials (ACM) in the building.
 - 2. Responsibility for Hazardous Material Discovery: It is the sole responsibility of the Asbestos Contractor to undertake whatever measures, methods or procedures are necessary, required or otherwise appropriate to safeguard the health and safety of all workers and members of the public with respect to identification and discovery of previously unknown hazardous materials during the work of the Project.
 - 3. Indemnification: To the fullest extent permitted by law, the Asbestos Contractor shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or relating to the performance of the Work, including the discovery or identification of any hazardous materials, provided that any such claim, damage, loss or expense if attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and is caused in whole or in part by any negligent act or omission of the Asbestos Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- B. Lead:
 - 1. The Asbestos Contractor shall be made aware that Lead Based Paint exists on painted surfaces throughout the building.
 - 2. All the work of this Contract shall conform to the standard set by all applicable Federal, State and Local laws, regulations, ordinance, and guidelines in such form in which they exist at the time of the work on the Contract and as may be required by subsequent regulations.
 - 3. The Asbestos Contractor is solely responsible for means and methods, and techniques used for abatement. The Asbestos Contractor shall collect control lead contaminated debris and to properly remove and dispose.

4. The following references are cited as current applicable publications. This project is subject to compliance with all regulations including but not limited to:
 - a. Commonwealth of Massachusetts, Department of Labor Standards.
 - b. Commonwealth of Massachusetts, Department of Environmental Protection.
 - a. U. S. Department of Labor, Occupational Safety and Health Administration Title 29 CFR 1910.1025 and 29 CFR Part 1926.62.
5. All above regulations are applicable to this project. Where there is a conflict between this section and the applicable regulations, the more stringent requirement shall prevail.

C. PCB's:

1. The Asbestos Contractor shall be made aware that building materials (Material) other than previously sampled including but not limited to painted surfaces, caulking, glue, coatings, sealant, and other building materials are likely to contain >1 ppm of Polychlorinated Biphenyls PCB's.
2. No testing was performed, and no testing will be permitted to be performed by any party working on this project.
3. All of the work of this Contract shall conform to the standard set by all applicable Federal, State and Local laws, regulations, ordinance, and guidelines.

D. Silica Dust:

1. The Asbestos Contractor shall be made aware that building materials (Material) may contain Silica.
2. Due to the difficulty associated with exhaustive testing, the Owner has elected to direct the Asbestos Contractor to assume that Silica was found.
3. The Asbestos Contractor shall review and comply with most recent US Department of Labor Final Rule and shall take extra precautions to protect workers and other personnel on site.

PART 2 – PRODUCTS Not Used

PART 3 – EXECUTION Not Used

END OF SECTION

SECTION 02 28 20

ASBESTOS REMEDIATION

PART I - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.
- B. Examine all other Sections of the Specifications for requirements that affect work of this Section whether or not such work is specifically mentioned in this Section.

1.2 RELATED WORK UNDER OTHER SECTIONS

- A. Section 01 35 43 - Environmental Procedures.
- B. Section 09 68 13 – Tile Carpeting.
- C. Floor Plans.

1.3 DESCRIPTION OF WORK

- A. The work includes the complete removal and disposal of all asbestos containing materials (ACM) as indicated in Part 3 of this Section.
- B. The asbestos contractor shall obtain a permit from the City of Everett. Permit fee is waived.

1.4 POTENTIAL ASBESTOS HAZARD & DEBRIS

- A. In the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified ACM. They must take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state, and local agencies.
- B. If the Asbestos Contractor fails to comply with the requirements of the specifications, the Asbestos Project Monitor may present a written stop of work order. The Asbestos Contractor must immediately and automatically stop all work until authorized in writing by the Asbestos Project Monitor to commence work. All costs related to delays shall be at the Asbestos Contractor's expense.

1.5 DEFINITIONS

- A. Abatement: Procedures to control fiber release from ACM. Includes encapsulation, enclosure, and removal.
- B. Asbestos: The name given to a number of naturally occurring hydrated mineral silicates that possess a unique crystalline structure are incombustible and are separable into fibers. Asbestos includes Chrysotile, Crocidolite, Amosite, Anthophyllite, and Actinolite.

- C. ACM: Per Massachusetts guidelines, any material containing 1% or greater by weight of asbestos of any type or mixture of types.
- D. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.
- E. Asbestos Project Monitor: Asbestos Project Monitor licensed in the Commonwealth of Massachusetts to perform project monitoring and air sampling (Universal Environmental Consultants or any of its sub-consultants)..
- F. Critical Barrier: A solid, asbestos impermeable partition erected so as to constitute a work area closure; the outer perimeter of an asbestos work area, usually erected across corridors or other open spaces to complete containment.
- G. DEP: Department of Environmental Protection.
- H. DLS: Department of Labor Standards.
- I. Designer: Commonwealth of Massachusetts licensed Designer Ammar Dieb, Universal Environmental Consultants (AD-900326).
- J. Enclosure: All herein specified procedures necessary to complete enclosure of all ACM behind airtight, impermeable, permanent barriers.
- K. Friable Asbestos Material: Material that contains more than one percent asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- L. HEPA Filter: A High Efficiency Particulate Absolute (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.
- M. Removal: All specified procedures necessary to strip all ACM from the designated areas and to dispose of these materials at an acceptable site.
- N. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- O. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- P. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos contaminated waste.
- Q. Work Area: Any area indicated on the Drawings as asbestos abatement areas or as areas containing friable asbestos material.
- R. Worker Decontamination Enclosure System: A decontamination enclosure system for workers, typically consisting of a clean room, a shower room, and an equipment room.

1.6 ASBESTOS CONTRACTOR USE OF PREMISES

- A. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas to be designated by the Owner. If additional storage is necessary, obtain and pay for such storage off site.

1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. Provide a full-time Site Supervisor with all appropriate state licenses, experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel and disposal procedures. This person is the Competent Person as required by 29CFR 1926 for the Asbestos Contractor and is the Asbestos Contractor's representative responsible for compliance with all applicable federal, state, and local regulations. This person must have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures, have had a minimum of two years on the job training and meet any additional requirements set forth in 29 CFR 1926 for a Competent Person. The Site Supervisor must be certified by the Commonwealth of Massachusetts.
- B. Asbestos Contractor shall provide proof of such certification to the Designer not less than 10 working days (Document Submission Date) prior to commencing any Work. The accredited Supervisor must be at the Work site at all times while Work is in progress.

1.8 SPECIAL REPORTS

- A. Except as otherwise indicated, submit special reports directly to the Asbestos Project Monitor within one day of occurrence requiring special report, with copies to all others affected by the occurrence.
- B. When an event of unusual and significant nature occurs at the site (examples: failure of negative pressure system, rupture of temporary enclosures, unauthorized entry into work areas), prepare and submit a special report listing date and time of event, chain of events, response by Contractor's personnel, evaluation of results, and similar pertinent information. When such events are known or predictable in advance, advise the Asbestos Project Monitor in advance at earliest possible date.
- C. Prepare and submit special reports of significant accidents at the site and anywhere else work is in progress related to this project. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss.

1.9 NOTIFICATIONS

- A. Secure all permits related to asbestos removal, hauling, and disposition and provide timely notification as may be required by federal, state, and local authorities including the Health department. Notify the Regional Office of the Environmental Protection Agency (EPA) in accordance with 40 CFR 61.22 (d) (1) and provide copies of the notification to the Designer and the State Environmental Regulatory Agency not later than the Document Submission Date.

- B. No later than the Document Submission Date, notify the local fire and police department, in writing, of proposed asbestos abatement Work. Advise the fire department of the nature of the asbestos abatement Work, and the necessity that all firefighting personnel who may enter the Work site in the case of fire wear self-contained breathing apparatus. Provide one copy of the notices to the Designer prior to commencing the project.
- C. Submit proof to the Designer that all required permits, site location, and arrangements for transport and disposal of ACM have been obtained.

1.10 PERMIT AND COMPLIANCE

- A. The Asbestos Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local laws, rules, and regulations pertaining to Work practices, protection of Workers, authorized visitors to the site, persons, and property adjacent to the Work.
- B. The Asbestos Contractor shall submit to the Asbestos Project Monitor the plan for managing the waste including all collection, storage, disposal, and decontamination practices/waste disposal.
- C. The Asbestos Contractor must maintain current certificates of training, licenses, or registrations pursuant to OSHA, DEP and EPA regulations for all Work related to this Project, including the removal, handling, transport, and disposal of hazardous and industrial waste.

1.11 SAFETY COMPLIANCE

- A. Comply with laws, ordinances, rules, and regulations of federal, state, regional, and local authorities regarding handling, storing, transporting, and disposing of asbestos waste materials.
- B. Comply with the applicable requirements of the current issue of 29CFR 1926.1101 and 40CFR 61, Subparts A and B.

1.12 PERSONNEL PROTECTION

- A. Prior to commencement of work, workers shall be instructed in and shall be knowledgeable of the hazards of asbestos exposure; use and fitting of respirators; use of showers; entry and exit from work areas, and all aspects of work procedures and protective measures.
- B. All abatement workers shall receive training and shall be accredited as required by 40 CFR 763.90(g). Training and accreditation shall be in accordance with 40 CFR 763, Appendix C to Subpart E. Training shall also be provided to meet the requirements of OSHA Regulations contained in 29 CFR 1926.
- C. Prior to the start of work, the Asbestos Contractor shall provide medical examinations for all employees in accordance with 29CFR 1926.1101 (m). All employees hired by the Asbestos Contractor after start of work shall have medical examinations in accordance with this paragraph before being put to work.

- D. Maintain complete and accurate records of employee's medical examinations during employment and make records of the required medical examinations available for inspection and copying to: The Assistant Secretary of OSHA, the Director of The National Institute for Occupation Safety and Health (NIOSH), authorized representatives of either of them, and an employee's physician upon the request of the employee or former employee.
- E. Provide personnel exposed to airborne concentrations of asbestos fibers with fire retardant disposable protective whole-body clothing, head coverings, gloves, and foot coverings. Provide gloves to protect hands. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape. Asbestos Contractor shall require and monitor the use of complete protective clothing. A competent person designated by the Asbestos Contractor in accordance with 29CFR 1926.1101 shall periodically examine protective clothing worn by employees in the work area for rips or tears. When rips or tears are detected, they shall be immediately mended or replaced.
- F. Provide goggles to personnel engaged in asbestos operations when the use of a full-face respirator is not required.
- G. Provide all persons with personally issued and marked respiratory equipment approved by NIOSH and OSHA. The appropriate respiratory protection shall be selected according to the most recent Massachusetts regulations.
- H. Once all visible asbestos material has been removed during decontamination, cartridge type respirators will be allowed during the final cleanup provided the measured airborne concentrations do not exceed 0.1 fibers per cubic centimeter. Where respirators with disposable filters are employed, provide sufficient filters for replacement as required by the worker or applicable regulation.
- I. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), Department of Labor, or the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services. All personnel wearing negative pressure respirators shall have respirator fit tests within the last six months and signed statements shall be available.

1.13 CODES AND REGULATIONS

- A. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.
- B. The Asbestos Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices, hauling, disposal, and protection of Workers, visitors to the site, and persons occupying areas adjacent to the site. The Asbestos Contractor is responsible for providing medical examinations and maintaining medical records or personnel as required by the applicable federal, state, and local regulations. The Asbestos Contractor shall hold the Owner, Designer for failure to comply with any applicable Work, hauling, disposal, safety, health, or other regulation on the part of himself, his employees, or his subcontractors.

1.14 REFERENCE STANDARDS

- A. Unless otherwise indicated, all referenced standards shall be the latest edition available at the time of bidding. Requirements of this Section shall in no way invalidate the minimum requirements of the referenced standards. Comply with the provisions of the following codes and standards, except as otherwise shown or specified. Where conflict among requirements or with this Section exists, the more stringent requirements shall apply.
- B. U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA) requirements, which govern asbestos abatement work or hauling and disposal of asbestos waste materials.
- C. EPA requirements, which govern asbestos abatement work or hauling and disposal of asbestos waste materials.
- D. DEP and DLS.
- E. Regulations for Hazardous Waste Management.

1.15 SUBMITTALS

- A. The Asbestos Contractor must submit a completed set of submittals to the Designer no later than the Document Submission Date, but not more than 15-days prior to start. No Work can commence until all submittals have been approved. The Asbestos Contractor shall be required to provide updates as needed.
- B. Submit all required licenses and certification required under MGLC.149 S 44D and 453 CMR 6.00.
- C. Submit a copy of the written respirator program.
- D. Submit manufacturer's certification that vacuums, ventilation equipment, and other equipment required to contain airborne asbestos fibers conform to ANSI Z9.2. Manufacturer's brochures without certifications are not acceptable.
- E. Submit a detailed plan of the Work procedures to be used in the removal of materials containing asbestos. Such plan shall include location of asbestos control areas, decontamination units, layout of decontamination units, location of access routes to asbestos control areas, interface of trades involved in the construction, sequencing of asbestos related Work, disposal plan, type of wetting agent and asbestos sealer to be used, air monitoring, and a detailed description of the method to be employed in order to control pollution.
- F. Submit a plan for emergency actions.
- G. Submit the name, address, and telephone number of the testing laboratory selected for the personal air monitoring of airborne concentrations of asbestos fibers to meet Federal and State OSHA regulations, including Short Term Exposure Limit sampling (STEL). The laboratory must have satisfactorily completed the NIST Proficiency Analytical Testing (PAT) Program and be licensed by the appropriate state agency. Submit the certification that persons counting the samples have been judged proficient by successful completion of the NIOSH 582 course (or equivalent). All OSHA required air monitoring should be done in accordance with the most current NIOSH 7400 method.

- H. Submit the design of the negative pressure system.
 - 1. Number of negative air machines required and the calculations necessary to determine the number of machines.
 - 2. Description of projected airflow within the Work area and methods required providing adequate airflow in all portions of the Work area.
 - 3. Manufacturer's product data and certifications for the machines to be used.
 - 4. Location of machines in the Work area.
 - 5. Location of pressure differential measurement equipment.
 - 6. Manufacturer's product data on equipment used to monitor pressure differential.
- I. Submit for approval the form of security and safety log, which will be maintained on the project.
- J. Submit written evidence that the landfill to be used for disposal of asbestos is approved for disposal of asbestos by the DEP.
- K. Submit proof that training requirements as specified in 29CFR 1926.1101 (k) (3) and by appropriate state agencies has been complied with.
- L. Submit a description of the plans for construction of decontamination enclosure systems and for isolation of the Work areas in compliance with this specification and applicable regulations.
- M. Submit a schedule including Work dates, shift time, number of employees, dates of start and completion of all Work, asbestos abatement, inspection and clearance monitoring, each phase of refinishing, and final inspections). Schedule shall be updated with each partial payment request.
- N. Submit copies of all notifications.
- O. Submit copy of asbestos license.
- P. Submit written evidence that the landfill to be used for disposal of asbestos is approved for disposal of asbestos by the DEP and EPA.
- Q. Submit Health and Safety Plan per the requirements of OSHA and other applicable regulations.
- R. Submit a detailed site plan with location of fence, gates, access points and other related scope.
- S. Submit once work is complete, all disposal waste shipment records and related documents, closure report for ACM.

1.16 REPORTING

- A. Maintain on site a daily log documenting the dates and time of the following items, as well as other significant events:
 - 1. Minutes of meetings: purpose, attendees, and brief discussion
 - 2. Visitations: authorized and unauthorized
 - 3. Personnel: by name, entering and leaving the Work area
 - 4. Special or unusual events
- B. Documentation with confirmation signature of Asbestos Project Monitor of the following:

1. Inspection of Work area preparation prior to start of removal and daily thereafter.
2. Removal of waste materials from Work area and transport and disposal at approved site.

1.17 AIR MONITORING

- A. Throughout the entire removal and cleaning operations, air monitoring will be conducted to ensure that the Asbestos Contractor is in compliance. Universal Environmental Consultants will be performing monitoring and air sampling at the job site at no cost to the Asbestos Contractor.
- B. The purpose of the air monitoring will be to detect faults in the Work area isolation such as:
 3. Contamination of the building outside of the Work area with airborne asbestos fibers,
 4. Failure of filtration or rupture in the negative pressure system,
 5. Contamination of the exterior of the building with airborne asbestos fibers.
 6. Should any of the above occur the Asbestos Contractor should immediately cease asbestos activities until the fault is corrected! Work shall not commence until authorized by the Designer.

1.18 AIRBORNE FIBER COUNTS

- A. If any air sample taken outside of the work area exceeds the base line established below, immediately and automatically stop all work. If this air sample was taken inside the building and outside of critical barriers around the work area, immediately erect new critical barriers to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g., wall, ceiling, and floor).
 1. Decontaminate the affected area in accordance with the procedures outlined in Decontamination of Work Area.
 2. Respiratory protection shall be worn in affected area.
 3. Leave critical barriers in place until completion of work and ensure that the operation of the negative pressure system in the work area results in a flow of air from the balance of the building into the affected area.
 4. After certification of visual inspection in the work area, remove critical barriers separating the work area from the affected area. Final air samples will be taken within the entire area as set forth in Work Area Clearance.
 5. A final inspection after removal of poly shall be completed by the Asbestos Contractor's Supervisor and the Asbestos Project Monitor.
- B. The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts. "Airborne Fibers" referred to above include all fibers regardless of composition as counted in the NIOSH 7400 Procedure. If work has stopped due to high airborne fiber counts, air samples will be secured in the same area by the Asbestos Project Monitor for analysis by electron microscopy. "Airborne Fibers" counted in samples analyzed by Scanning or Transmission Electron microscopy shall be only asbestos fibers, but of any diameter and length. Subsequent to analysis by electron microscopy the number of "Airborne Fibers" shall be determined by multiplying the number of fibers, regardless of composition, counted by the NIOSH 7400 procedure by a number equal to asbestos fibers counted divided by all fibers counted in the electron microscopy analysis.
- C. If Electron microscopy is used to arrive at the basis for determining "Airborne Fiber" counts in accordance with the above paragraph, and if the average of airborne asbestos fibers in all samples taken outside the work area exceeds the base line, then the cost of such analysis will be borne by the Asbestos Contractor, at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Plastic Sheet: 9-mil minimum thickness, unless otherwise specified, in sizes to minimize the frequency of joints.
- B. Tape: Capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under dry and wet conditions, including use of amended water. Provide tape, which minimizes damage to surface, finishes.
- C. Cleaning Materials: Use materials recommended by manufacturer of surface to be cleaned. Use cleaning materials only on surfaces recommended by the cleaning material manufacturer.
- D. Impermeable Containers: Suitable to receive and retain any asbestos containing or contaminated materials until disposal at an approved site. Containers must be both air and watertight.
- E. Provide metal or fiber drums with tightly fitting lids and double thickness 6 mil plastic bags capable of being sealed and sized to fit within the drums.

2.02 EQUIPMENT

- A. Supply the required number of asbestos air filtration units to the site in accordance with these specifications. Each unit shall include the following:
 - 1. Cabinet: Constructed of steel or other durable materials able to withstand damage from rough handling and transportation. Cabinet shall be factory sealed to prevent asbestos containing dust from being released during use, transport, or maintenance. Access to and replacement of all air filters shall be from intake end. Unit shall be mounted on casters or wheels.
 - 2. Fans: Rate capacity of fan according to useable air moving capacity under actual operating conditions. Use centrifugal type fan.
 - 3. HEPA Filters: The final filter shall be the HEPA type. The filter media (folded into closely pleated panels) must be completely sealed on all edges with a structurally rigid frame. A continuous rubber gasket shall be located between the filter and the filter housing to form a tight seal.
 - 4. Each filter shall be individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles. Testing shall be in accordance with Military Standard Number 282 and Army Instruction Manual I36-300-I75A. Each filter shall bear a UL 586 label to indicate ability to perform under specified conditions. Each filter shall be marked with the name of the manufacturer, serial number, airflow rating, efficiency, and resistance.
 - 5. Prefilters: Prefilters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. The first stage prefilter shall be a low efficiency type (e.g., for particles 10 um and larger). The second stage (or intermediate) filter shall have a medium efficiency (e.g., effective for particles down to 5 um). Prefilters and intermediate filters shall be installed either on or in the intake grid of the unit and held in place with special housings or clamps.

6. Instrumentation: Each unit shall be equipped with a Magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed. A table indicating the useable air handling capacity for various static pressure readings on the Magnehelic gauge shall be affixed near the gauge for reference, or the Magnehelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point. Provide units equipped with an elapsed time meter to show the total accumulated hours of operation.
7. Safety and Warning Devices: The unit shall have an electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter. Units shall be equipped with automatic shutdown system to stop fan in the event of a major rupture in the HEPA filter or blocked air discharge. Indicator lights are required to indicate normal operation, too high a pressure drop across the filters (i.e., filter overloading), and too low of a pressure drop (i.e., major rupture in HEPA filter or obstructed discharge).
8. Electrical Components: Provide electrical components, which are approved by the National Electrical Manufacturers Association (NEMA), and Underwriter's Laboratories (UL). Each unit should be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet shall be grounded.

2.03 DANGER SIGNS AND LABELS

- A. Display danger signs at each location where airborne concentrations of asbestos fibers may be in excess of 0.010 fibers/cc. Post signs at such a distance from such a location so that an employee may read the signs and take necessary protective steps before entering the area marked by the signs.
- B. The sign shall also contain a pictorial representation of possible danger or hazard, such as a skull and cross bone, or other suitable warning as approved by the Asbestos Project Monitor. Sign shall meet the requirements of 29CFR 1926.200. A sample of the signs to be used shall be submitted to the Asbestos Project Monitor for approval prior to beginning work area preparation.
- C. Affix danger labels to all raw materials, mixtures, scrap, waste, debris, and other products containing asbestos fibers, or to their containers.

2.04 PERSONNEL DECONTAMINATION UNIT

- A. Prior to any asbestos abatement work, including placement of plastic on walls that will contact or disturb asbestos containing surfaces, or removal of light fixtures or any items on asbestos containing surfaces, construct a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, Changing Room, Shower Room, and Equipment Room.
- B. Build suitable framing or use existing rooms, with the Asbestos Project Monitor written approval, connected with framed in tunnels if necessary; line with 6 mil plastic; seal with tape at all lap joints in the plastic for all enclosures and decontamination enclosure system rooms. Decontamination units and access tunnels constructed outside shall be constructed with tops made of 5/8" plywood or approved equal. In all cases, access between contaminated and uncontaminated rooms or areas shall be through an airlock. In all cases, access between any two rooms within the decontamination enclosure systems shall be through a curtained doorway.

- C. Provide a changing (clean) room for the purpose of changing into protective clothing. Construct using polyethylene sheeting, at least 6-mil in thickness, to provide an airtight seal between the Clean Room and the rest of the building. Locate so that access to work area from Clean Room is through Shower Room. Separate Clean Room from the building by a sheet polyethylene flapped doorway.
- D. Require workers to remove all street clothes in this room, dress in clean disposable coveralls, and don respiratory protection equipment. Do not allow asbestos contaminated items to enter this room. Require workers to enter this room either from outside the structure dressed in street clothes, or naked from the showers.
- E. An existing room may be utilized as the changing room if it is suitably located and of a configuration whereby workmen may enter the Clean Room directly from the Shower Room. Protect all surfaces of room with sheet plastic. Authorization for this shall be obtained from the Asbestos Project Monitor in writing prior to start of construction.
 - 1. Maintain floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in Changing Room.
 - 2. Damp wipe all surfaces twice after each shift change with a disinfectant solution.
 - 3. Provide a continuously adequate supply of disposable bath towels.
 - 4. Provide posted information for all emergency phone numbers and procedures.
 - 5. Provide 1 storage locker per employee.
 - 6. Provide all other components indicated on the Contract drawings.
- F. Provide a completely watertight operational shower to be used for transit by cleanly dressed workers heading for the work area from the changing room, or for showering by workers headed out of the Work Area after undressing in the Equipment Room.
- G. Construct room by providing a shower pan and 2 shower walls in a configuration that will cause water running down walls to drip into pan. Install a freely draining wooden floor in shower pan at elevation of top of pan.
 - 1. Separate this room from the rest of the building with airtight walls fabricated of 6-mil polyethylene.
 - 2. Separate this room from the Clean and Equipment Rooms with airtight walls fabricated of 6-mil polyethylene.
 - 3. Provide showerhead and controls.
 - 4. Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.
 - 5. Provide a soap dish and a continuously adequate supply of soap and maintain in sanitary condition.
 - 6. Arrange so that water from showering does not splash into the Clean or Equipment Rooms.
 - 7. Arrange water shut off and drain pump operation controls so that a single individual can shower without assistance from either inside or outside of the work area.
 - 8. Provide flexible hose shower head.
 - 9. Pump wastewater to drain and provide 20 micron and 5-micron wastewater filters in line to drain or wastewater storage. Locate filter hose inside shower unit so that water lost during filter changes is caught by shower pan and pumped to exterior filtering system.
- H. Provide equipment room for contaminated area; work equipment, footwear and additional contaminated work clothing are to be left here. This is a change and transit area for workers. Separate this room from the work area by a 6-mil polyethylene flap doorway.

1. Separate this room from the rest of the building with airtight walls fabricated of 6-mil polyethylene.
 2. Separate this room from the Shower Room and work area with airtight walls fabricated of 6-mil polyethylene.
- I. Separate work area from the equipment Room by polyethylene barriers. If the airborne asbestos level in the work area is expected to be high, add an intermediate cleaning space between the Equipment room and the work area. Damp wipe cleans all surfaces after each shift change.

2.05 EQUIPMENT DECONTAMINATION UNITS

- A. In areas with only one access, it may be impossible to utilize a separate Equipment Decontamination Unit. In this case, all equipment and waste materials will exit through the Personnel Decontamination Chambers.
- B. When two accesses to the work area are available, provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room, Holding Room, Washroom for removal of equipment and material from work area. Do not allow personnel to enter or exit work area through Equipment Decontamination Unit.
- C. Provide an enclosed shower unit located in work area just outside Washroom as an equipment, bag, and container cleaning station.
- D. Provide Washroom for cleaning of bagged or containered asbestos containing waste materials passed from the work area. Construct Washroom of two by four inches (minimum) wood framing and polyethylene sheeting, at least six mil in thickness and located so that packaged materials, after being wiped clean can be passed to the Holding Room. Separate this room from the work area by flaps of six mil polyethylene sheeting, or rigid self-closing doors.
- E. Provide Holding Room as a drop location for bagged ACM passed from the Washroom. Construct Holding Room of two by four inches (minimum) wood framing and polyethylene sheeting, at least 6-mil in thickness and located so that bagged materials cannot be passed from the Washroom through the Holding Room to the Clean Room.
- F. Provide Clean Room to isolate the Holding Room from the building exterior. Construct Clean Room of two by four inches (minimum) wood framing and polyethylene sheeting, at least 6-mil in thickness and locate to provide access to the Holding Room from the building exterior. Separate this room from the exterior by flaps of 6 mil polyethylene sheeting, or rigid self-closing doors.

2.06 DANGER SIGNS AND LABELS

- A. Provide and display danger signs at each location where airborne concentrations of asbestos fibers may be in excess of 0.010 fibers/cc. Post signs at such a distance from such a location so that an employee may read the signs and take necessary protective steps before entering the area marked by the signs. Post signs at all approaches to Work areas or areas containing excessive concentrations of airborne asbestos fibers.
- B. The sign shall also contain a pictorial representation of possible danger or hazard, such as a skull and cross bone, or other suitable warning as approved by the Designer. Sign shall meet the requirements of 29CFR 1926.1101 (k) (7).

- C. A sample of the signs to be used shall be submitted to the Designer for approval prior to beginning Work area preparation.

PART 3 - EXECUTION

3.01 SCOPE OF WORK

- A. It is anticipated that the asbestos abatement project will be performed in phases. It is the Asbestos Contractor's responsibility to comply with the phasing schedule and shall comply with the commencement and completion dates allocated. Changing, decreasing, and increasing of phases, size, location, and scope of work shall not constitute compensation by the Owner or any of his representatives.
- B. Floor plans included are for reference only and may not fully depict the exact locations of all ACM to be removed. The inspector along with the awarded contractor will perform a site visit to review all work areas.
- C. The Asbestos Contractor shall decontaminate, remove and dispose of all stored items not bolted throughout the building (regardless if abatement areas or not) with the exception of the first floor.
- D. The Asbestos Contractor shall pack, carefully remove all stored items in the first floor from the abatement areas to the field house and shall move back all stored items from the field house to each perspective room/area. The field house shall be demarcated to indicate the location of stored items per room/area to facilitate organization when moving items back to their original location. Protect the extents of rubber flooring in field house as follows: Vacuum rubber floor prior to protection. Install plywood or other approved protection board, with taped seams. Install 6 mil poly over plywood. Remove and dispose of all protection upon completing abatement."
- E. The Asbestos Contractor shall include in his/her bid 70 (40-cubic yard) dumpsters for the disposal of all stored items. The project monitor will review each dumpster prior to removal from the site. Each dumpster shall be fully utilized. Should additional dumpsters be needed, a change order will be issued based on \$1,300.00 per dumpster. Should less dumpsters be needed, a change order credit shall be issued based on \$1,150.00 per dumpster.

Location	Type of ACM	Approximate Quantities
Sub-Basement:		
Various Locations	Flooring Materials on Cement	300 SF
	Pipe and Hard Joint Insulation	300 LF
	Hidden Hard Joint Insulation off Fiberglass Insulated Pipes	100 Total
	Demolition to Access ACM	1,000 SF
Ground Floor:		
Various Locations	Flooring Materials on Cement	24,300 SF
	Flooring Material (Negative Yellow Mastic)	4,600 SF
	Flooring Materials on Wood	3,900 SF
	Pipe and Hard Joint Insulation	4,600 LF
	Hidden Pipe and Hard Joint Insulation	1,500 LF
	Hidden Hard Joint Insulation off Fiberglass Insulated Pipes	400 Total
	Duct Insulation above Ceiling Plaster	600 SF
Demolition to Access ACM	4,500 SF	

	Ceiling Tiles Removal to Access ACM	15,000 SF
	Boilers	3 Total
	Transite Shelves	140 SF
First Floor:		
Various Locations	Flooring Materials on Cement	16,200 SF*
	Stage Curtain	1 Total
Second Floor:		
Various Locations	Flooring Materials on Cement	6,200 SF
	Flooring Material (Negative Yellow Mastic)	4,150 SF
	Flooring Materials on Wood	1,400 SF
	Pipe and Hard Joint Insulation	220 LF
	Hidden Pipe and Hard Joint Insulation	350 LF
	Hidden Hard Joint Insulation off Fiberglass Insulated Pipes	400 Total
	Demolition to Access ACM	1,500 SF
	Ceiling Tiles Removal to Access ACM	3,000 SF
	Sinks	3 Total
	Stage Light Wire	15 LF
	Interior Doors with Glass	1 Total
	Interior Cabinet Doors with Glass	18 Total
Third Floor:		
Various Locations	Flooring Materials on Cement	21,700 SF
	Flooring Material (Negative Yellow Mastic)	7,100 SF
	Flooring Materials on Wood	1,100 SF
	Hidden Pipe and Hard Joint Insulation	150 LF
	Hidden Hard Joint Insulation off Fiberglass Insulated Pipes	400 Total
	Demolition to Access ACM	1,500 SF
	Ceiling Tiles Removal to Access ACM	2,500 SF
	Sinks	7 Total
	Countertops/ACM Glue	1,600 SF
	Fume Hoods	7 Total
	Transite Shelves	90 SF
	Interior Doors with Glass	1 Total
	Interior Cabinet Doors with Glass	16 Total
Fourth Floor:		
Various Locations	Flooring Materials on Cement	12,000 SF
	Hidden Hard Joint Insulation off Fiberglass Insulated Pipes	200 Total
	Demolition to Access ACM	500 SF
	Ceiling Tiles Removal to Access ACM	1,200 SF
	Sinks	5 Total

*: Areas to receive new carpet flooring per Section 09 68 13.

F. Specific Notes:

1. It is the Asbestos Contractor's responsibility to inspect the site and confirm condition prior to the submission of his/her bid package. It is also the Asbestos Contractor's responsibility to review the floor plans. The Asbestos Contractor must include in his/her bid the entire scope of work listed above. Means and methods of removal will be at the discretion of the Asbestos Contractor with prior approval by the onsite monitor and designer.

2. The Asbestos Contractor shall make spot demolition in walls/ceilings to uncover hidden ACM that may be found prior to the demolition activities. The Asbestos Contractor shall perform needed demolition, at no additional cost to the owner to remove all ACM (Demolition to Access ACM).
3. Perform all required demolition, disconnection and retain the services of electricians and plumbers if needed to perform the work at no additional cost to the owner.
4. Retain the services of a licensed plumber to cut and cap the pipes prior to removal of the sinks. Owner will shut down the water.
5. In all areas where ACM pipe and joint insulation has to be removed, ACM debris is included in the scope of work and has to be removed and disposed of as ACM at no extra cost to the Owner.
6. Remove and dispose as ACM of ACM pipe and hard joint insulation that might be found in concealed, hidden locations and above ceiling tiles including all ACM debris that might be found. Wet wipe all bare pipes upon completion of abatement.
7. Cement Flooring: Remove and dispose as ACM of all types/layers of flooring materials, including but not limited to multiple layers of vinyl floor tiles, carpet, resilient baseboard, stair treads, transition strips, and mastic under all above items. Mastic shall be removed by hand grinding.
8. Wood Flooring: Remove and dispose as ACM of all types/layers of flooring materials, including but not limited to multiple layers of vinyl floor tiles, carpet, resilient baseboard, stair treads, transition strips, paper and mastic under all above items and hardwood flooring.
9. Flooring Material (Negative Yellow Mastic): Remove and dispose as ACM of all types/layers of flooring materials, including but not limited to multiple layers of vinyl floor tiles, carpet, resilient baseboard, stair treads, and transition strips.
10. Remove and dispose of as ACM of ceiling tiles, and batting insulation to access hidden ACM. Tiles might be contaminated.
11. Perform demolition, remove and dispose of duct insulation.
12. Disconnect, remove all ACM, cut to small pieces, and dispose of the boilers. Power wash the boiler room upon completion.
13. Remove and dispose of as ACM of transite shelves.
14. Disconnect, remove and dispose of as ACM of stage curtain and all related attachments. Provide a lift if needed at no additional cost to the Owner..
15. Disconnect, remove and dispose of as ACM of sinks.
16. Disconnect, remove and dispose of as ACM of fume hoods. Cap any remaining ductwork with metal caps and seal tight. Make safe, any electrical components.
17. Disconnect, remove and dispose of as ACM of countertops, paper, glue and all related attachments.
18. Remove and properly dispose of interior doors/cabinet doors and windows. Caulking (framing and glazing) was found to contain asbestos and assumed to contain >1ppm of PCB's.
19. UEC project monitor will quantify ACM pipe and hard joint insulation. Should measured quantities exceed quantities listed above, the asbestos contractor shall issue a change order of \$50.00 per LF/Each hard joint or shall provide a credit of \$40.00 per LF/Each hard joint, should measured quantities are lower than quantities listed above.

3.02 JOB CONDITIONS

- A. Do not commence asbestos abatement work until:
 1. Arrangements have been made for disposal of waste at an acceptable site. Submittal shall be made no later than the Document Submission Date.
 2. Arrangements have been made for containing and disposal of wastewater resulting from wet stripping or filtering through a 5-micron filter.
 3. Pre-clean all areas prior to performing the work.

- B. All materials resulting from abatement work, except as specified otherwise shall become the property of the Asbestos Contractor and shall be disposed of as specified herein.

3.03 INSPECTION AND PREPARATION

- A. Examine the areas and conditions under which asbestos will be abated and notify the Asbestos Project Monitor in writing of conditions detrimental to the proper and timely completion of the work.
- B. Before any work commences, post danger signs in and around the Work Area to comply with 29CFR 1926.1101 (k) (l) as required by federal and state regulations, and as specified herein.

3.04 WORK PROCEDURE

- A. Perform asbestos related work in accordance with 29CFR 1926.1101 and as specified herein. Use wet removal procedures. Personnel shall wear and utilize protective clothing and equipment as specified herein. Personnel of other trades not engaged in the removal and demolition of asbestos shall not be exposed at any time to airborne concentrations of asbestos unless all the personnel protection provisions of this specification are complied with by the trade personnel. Provide and post, in the Equipment Room and the Clean Room, the decontamination and work procedures to be followed by workers, as described hereinafter.
- B. Each worker and authorized visitor shall, upon entering the job site, remove street clothes in the Clean Change Room and put on a respirator and clean protective clothing before entering the equipment room or the work area. All workers should remove gross contamination before leaving the work area. All clothing (coveralls, head covers, boots) shall be removed and properly disposed of before leaving equipment room. With the exception of bathing suites and respirators, the workers shall proceed to the Shower Room. Under the shower, respirators shall be removed and cleaned. Cleaned respirators shall be placed in suitable clean plastic bags and carried by employees to Clean Room. Soap, towels, shall be furnished by the Asbestos Contractor. The Asbestos Contractor shall maintain proper sanitary conditions. The Asbestos Contractor's designated competent person shall insure that these practices are being adhered to.
- C. Following showering and drying off, each worker and authorized visitor shall dispose of towels as contaminated waste and proceed directly to the Clean Change Room and dress in clean clothes at the end of each day's work, or before eating, smoking, or drinking. Before re-entering the work area from the Clean Change Room, each worker and authorized visitor shall put on the applicable respirator and shall dress in clean protective clothing. Contaminated work footwear should be stored in the equipment room when not in use in the work area. Upon completion of asbestos abatement dispose of footwear as contaminated waste.
- D. Contaminated work footwear shall be stored in the equipment room when not in use in the work area. Upon completion of asbestos abatement, dispose of footwear as contaminated waste or double bag for use at next site.
- E. Workers removing waste containers from the Equipment Decontamination Enclosure shall enter the holding area from outside wearing a respirator and dressed in clean coveralls. No worker shall use this system as a means to leave or enter the washroom or the work area.

- F. Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos containing or contaminated materials and until final cleanup is completed. This includes the removal of any equipment in contact with ACM such as lights and HVAC grills.

3.05 PREPARATION OF THE WORK AREA

- A. Seal off the work area by sealing large openings such as open doors, elevator doors, and passageways with a critical barrier. The critical barrier shall constitute the outermost boundary of the asbestos abatement project work area. Plastic sheeting on open framing is not a suitable critical barrier. Critical barriers may be erected of a suitable solid construction material such as plywood, sheetrock, gypsum board, or other related materials.
- B. Prior to any asbestos abatement work, clean the proposed work areas using HEPA filtered vacuum equipment and wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters will not be permitted. Dispose of all cloths, which are used for cleaning as contaminated waste.
- C. Place all tools, scaffolding, staging necessary for the work in the area to be isolated prior to erection of plastic sheeting temporary enclosure.
- D. Shut down electric power. Provide temporary power and lighting and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements. Provide 24-volt safety lighting and provide ground-fault interrupter circuits as power source for lights and electrical equipment.
- E. Seal off all openings, including but not limited to corridors, doorways, windows, skylights, ducts, grills, diffusers, and any other penetrations of the work areas, with 6-mil plastic sheeting and sealed with tape.
- F. Prior to any abatement activities seal all floor and ceiling openings or penetrations that have not already been sealed. This includes penetrations through ceiling and floor slabs, both empty holes and holes accommodating items such as cables, pipes, ducts, conduit, and expansion joints in floors and wall and floor slab assemblies.
- G. Use combination fire stop foam and fire stop sealant equivalent to Dow Corning Fire Stop Foam and Dow Corning Fire Stop Sealant. Material shall be applied in accordance with manufacturer's recommendations.
- H. Maintain emergency and fire exits from the work areas or establish alternative exits satisfactory to the local fire officials. Coordinate work with local fire and police departments, and Asbestos Project Monitor.
- I. Shut down and isolate heating, cooling, ventilating air systems in the contaminated areas to prevent contamination and fiber dispersal to other areas of the structure. During the work, seal vents within the work area with solid barriers, such as plywood and tape and plastic sheeting, or as indicated on the drawings.
- J. Remove all HVAC system filters. Pack disposable filters in sealable double 6 mil plastic bags for burial in the approved waste disposal site; replace with new filters after final cleanup. Wet clean permanent filters; reinstall after final cleanup.

- K. Before work is begun, clean all items, which can be removed without disrupting the asbestos material. Pre-clean movable furniture, [carpeting, clocks, speakers, books, and other objects] within the proposed areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate; remove such objects from work areas to a temporary location as directed by the Asbestos Project Monitor.
- L. Pre-clean non-removable furniture, book shelving, equipment, heat fans, fire alarms, pipes, ductwork, wires and conduits, lockers, skylights, speakers, and other fixed objects within the proposed work areas, using HEPA filtered vacuum equipment and wet cleaning methods as appropriate prior to abatement activities, and enclose with minimum 6 mil plastic sheeting sealed with tape.
- M. Remove and clean all ceiling mounted objects, such as lights, HVAC grills and other items not previously sealed off, that interfere with asbestos abatement. Use localized water spraying or HEPA filtered vacuum equipment during fixture removal to reduce fiber dispersal.

3.06 MAINTENANCE OF ENCLOSURE SYSTEMS

- A. Ensure that barriers and plastic linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery. Visually inspect enclosures at the beginning of each work period.
- B. Use smoke methods to test effectiveness of barriers when directed by the Asbestos Project Monitor.

3.07 CONTROL ACCESS

- A. Permit access to the work area only through the Decontamination Unit. All other means of access shall be closed off, warning signs displayed on the clean side of the sealed access.
- B. Large openings such as open doorways and passageways shall be sealed as a critical barrier. The critical barrier shall constitute the outmost boundary of the asbestos abatement work area.
- C. Plastic sheeting on open framing is not a suitable critical barrier. All cracks, seams, and openings in critical barriers shall be caulked or otherwise sealed, so as to prevent the movement of asbestos fibers out.

3.08 ISOLATION OF WORK AREA

- A. Completely separate the work area from other portions of the building, and the outside by sheet plastic barriers at least 6 mil in thickness, or by sealing with duct tape.
- B. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the work area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including work area decontamination is completed. All lighting fixtures shall have had power shut off.
- C. Provide sheet plastic barriers at least 6 mil in thickness as required to completely seal openings from the work area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape.

3.09 COVERING OF FLOOR AND WALL SURFACES

- A. Clean all contaminated furniture, equipment, and or supplies with a HEPA filtered vacuum cleaner or by wet cleaning prior to being moved or covered. All equipment, furniture and other stored items in work area is to be deemed contaminated unless specifically declared as uncontaminated on the Drawings or in writing by the Asbestos Project Monitor. Clean all surfaces in work area with a HEPA filtered vacuum or by wet wiping prior to the installation of any sheet plastic.
- B. Cover floor of work area with two individual layers of clear polyethylene sheeting, each at least 6 mil in thickness, turned up walls at least 12 inches. Form sharp right angle-bend at junction of floor and wall so that there is no radius, which could be stepped on causing the wall attachment to be pulled loose. Duct tape all seams in floor covering. Locate seams in top layer six feet from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.
- C. Remove all general construction items such as cabinets, casework, doors and window trim, moldings, ceilings, and trim which cover the surface of the work as required to prevent interference with the work. Clean, decontaminate and reinstall, unless otherwise indicated, all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.
- D. Cover all walls in work area with two layers of polyethylene sheeting, at least 6- mil in thickness, mechanically supported and sealed with duct tape. Tape all joints including the joining with the floor covering with duct tape or as otherwise indicated on the Contract documents or in writing by the Asbestos Project Monitor. There shall be no seams in the plastic sheet at wall to floor joints.
- E. If the enclosure barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the work area, enclose it as required by this section and decontaminate it as specified herein.

3.10 NEGATIVE PRESSURE

- A. Establish negative pressure in the work area by installation of High Efficiency Particulate Air (HEPA) filter air-purifying devices. Comply with ANSI Z9.2, Local Exhaust Ventilation Requirements. Maintain system in operation 24 hours per day until decontamination of the work area is completed, and area has been certified clean by air monitoring tests and visual inspections. Discharge of asbestos fibers to the outside of the building will not be permitted.
- B. Size negative air pressure system(s) to provide a minimum of one air change every 15 minutes for the area under negative pressure. Locate the exhaust unit(s) so that makeup air enters the work area primarily through the decontamination unit and traverses the work area as much as possible. The intent is to provide the air change specified in each work area (room), not just the specified negative pressure. Place the end of the unit or its exhaust duct through an opening in the plastic barrier or wall covering. Seal the plastic around the unit or duct with tape.
- C. The system shall maintain an air pressure differential of minus 0.02 inches of water. Test the negative pressure system prior to any abatement actions to ensure that the 0.02-inch differential is present. The Asbestos Project Monitor may require the use of ventilation smoke tubes to check the system performance.

3.11 REMOVAL OF ASBESTOS CONTAINING MATERIALS

- A. Thoroughly wet ACM to be removed prior to stripping to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal Encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for water or removal Encapsulant to penetrate material thoroughly. If a removal Encapsulant is used, apply in strict accordance with manufacturer's written instructions.
- B. Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.
- C. Remove saturated ACM in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags bend over and seal with minimum three wraps of duct tape. Clean outside and move to wash down station adjacent to material decontamination unit.
- D. For the removal of pipe and joint insulation, the density of asbestos containing pipe covering seldom allows the material to be removed in a completely wet state. However, every attempt should be made to keep the insulation material as wet as possible to prevent release of asbestos fibers.
- E. Cut the cloth covering on the pipe insulation along the top seam to allow wetting of the asbestos insulation. Do not allow the pipe insulation to fall to the ground or adjacent surfaces. Wet the insulation material and immediately place in a double 6 mil, minimum thickness labeled plastic bag.
- F. In certain areas, asbestos pipe insulation will be removed with glove-bags (with prior approval by the Asbestos Project Monitor).
 - 1. Seal all critical barriers.
 - 2. Pre-clean if necessary and place one layer of polyethylene under the pipe to be removed.
 - 3. Negative air machines with HEPA filtration will be used in the area.
 - 4. Glove bags will be smoke tested.
 - 5. Place necessary tools into pouch located inside glove-bag. This will usually include bone saw, utility knife, rags, scrub brush, wire cutters, tin snips, and pre-wetted cloth.
 - 6. Place one strip of duct tape along the edge of the open top slit of glove-bag for reinforcement.
 - 7. Place the glove bag around section of pipe to be worked on and staple top together through reinforcing duct tape. Next, duct tape the ends of glove-bag to pipe itself, where previously covered with plastic or duct tape.
 - 8. Place additional layers of tape along the top of the glove-bag to seal the staple holes and to securely support the bag on the pipe.
 - 9. Fill each bag with two inches of water to thoroughly wet the removed insulation.
 - 10. Attach vacuum hose through port in bag and tape tightly to prevent leakage.
 - 11. Insert spray nozzle into bag and tape tightly to prevent leakage.
 - 12. One person places his hands into the long-sleeved gloves while the second person directs garden sprayer at the work.
 - 13. Use bone saw, if required, to cut insulation at each end of the section to be removed. A bone saw is a serrated heavy gauge wire with ring-type handles at each end. Throughout this process, spray amended water or removal Encapsulant on the cutting area to keep dust to a minimum.
 - 14. Remove insulation using putty knives or other tools. Place pieces in bottom of bag without dropping.
 - 15. Using nylon scrub brush, rags, and water scrub and wipe down the exposed pipe.

16. Wipe down the inside of the bag with the rags. Remove the water nozzle and tape shut.
17. Encapsulate the exposed ends and cover any exposed ends of pipe insulation with the re-wettable clothe. This should be done prior to removing the bag.
18. Place the cleaned tools either into the next glove bag or put into the glove and pulled out. Twist the glove, tape at least twice and cut through the tape. The tools can be dropped into a bucket of water to clean them.
19. Twist the bag several times and turn on HEPA vacuum to remove the air. Tape the twist several times.
20. Slip a 6-mil disposal bag under the glove-bag and while running the vacuum sufficiently to collapse the bag, cut the glove-bag off.
21. Encapsulate all exposed pipe and elbows to lock down any remaining fibers.
22. Remove disposable suits and place these into bag with waste.
23. Collapse the disposal bag with a HEPA vacuum, twist top of bag, seal with at least 3 wraps of duct tape, bend over and seal again with at least 3 wraps of duct tape.

3.12 DECONTAMINATION OF WORK AREA

- A. Maintain premises and public properties free from accumulation of waste, debris, and rubbish, caused by operations. Remove visible accumulations of asbestos material and debris. Wet clean all surfaces within the work area.
- B. Remove the plastic sheets from walls and floors only. Take proper care in folding up plastic sheeting to minimize dispersal of residual asbestos containing debris.
- C. Leave the windows, doors, and HVAC vents sealed. Maintain HEPA filtered negative air pressure systems, air filtration and decontamination enclosure systems in service.
- D. Remove all debris from floor of work area. This includes all trash, scraps of lumber, pipes, and all visible asbestos debris. The asbestos debris is primarily deteriorated pipe insulation that has fallen to the ground. Dispose of all debris removed as asbestos contaminated waste. HEPA vacuum the entire floor.
- E. Clean all surfaces in the work area and any other contaminated areas with water and with HEPA filtered vacuum equipment. After cleaning the work area, wait 24 hours to allow for settlement of dust, and again wet clean and clean with HEPA filtered vacuum equipment all surfaces in the work area. After completion of the second cleaning operation, perform a complete visual inspection of the work area to ensure that the work area is free of visible asbestos debris. The negative pressure system may be shut down only after clean air has been achieved.
- F. Include sealed drums, and all equipment used in the work area in the cleanup and remove from work areas, via the equipment decontamination enclosure system, at an appropriate time in the clean sequence.
- G. Conduct cleaning and disposal operations to comply with applicable ordinances and antipollution laws. Do not burn or bury rubbish and waste materials on job site. Do not dispose of volatile wastes in storm or sanitary drains. Do not dispose of wastes into streams or waterways.
- H. Store volatile wastes in covered metal containers during work hours and remove from premises at end of workday. Prevent accumulation of wastes, which create hazardous conditions. Provide adequate ventilation during use of volatile or noxious substances.

- I. If the Asbestos Project Monitor, within 24 hours after the second cleaning, finds visible accumulations of asbestos debris in the work area, repeat the wet cleaning until the work area is in compliance, at no additional expense to the Owner.
- J. Remove the first layer of plastic sheet from walls and floors only. Take proper care in folding up plastic sheeting to minimize dispersal of residual asbestos containing debris.
- K. Leave the windows, doors, and HVAC vents sealed. Maintain HEPA filtered negative air pressure systems, air filtration and decontamination enclosure systems in service.
- L. Following the final visual inspection by the Asbestos Project Monitor, after the removal of asbestos-containing materials and decontamination of work areas, and while space enclosures systems remain in place, seal all surfaces from which ACM have been removed to assure immobilization of any remaining fibers. Use a colored sealant so that complete coverage may be ensured by a visible inspection by the Asbestos Project Monitor to verify that asbestos-containing material has been adequately removed. Apply sealer in accordance with manufacturer's recommendations using airless spray equipment.
- M. Clearance air samples will be taken by the Asbestos Project Monitor using aggressive air sampling. Analysis will be made using Phase Contrast Microscopy or Transmission Electron Microscopy.
- N. Clean and decontaminate of all access routes used to transport ACM debris.

3.13 WORK AREA CLEARANCE

- A. The work is complete when the work area is visually clean and airborne fiber levels have been reduced to the level specified below. When this has occurred, the Asbestos Contractor shall notify the Asbestos Project Monitor that the area is ready for clearance.
- B. The number and volume of air samples taken, and analytical methods used by the Asbestos Project Monitor will be in accordance with applicable regulations.
- C. The Owner will pay UEC for the initial testing required for clearance. Should the initial testing fail, the Asbestos Contractor reimburse the Owner for the cost of all additional testing based on \$90.00 per hour for Asbestos Project Monitor, \$30.00 per each PCM and \$120.00 per each TEM.

3.14 DISPOSAL OF ACM AND ASBESTOS CONTAMINATED WASTE

- A. To prevent exceeding available storage capacity on site, remove sealed and labeled containers of asbestos waste and dispose of such containers at an authorized disposal site in accordance with the requirements of disposal authority.
- B. Comply with 29 CFR 1926.1101.
- C. Seal all asbestos and asbestos contaminated waste material with double thickness 6-mil, sealable plastic bags. Label the bags; transport and dispose of all in accordance with the applicable OSHA and EPA regulations. At the conclusion of the job, place all polyethylene material, tape, cleaning material and clothing in the plastic lined drum. Seal, correctly label, and dispose of as asbestos waste material.

- D. Transport the bags to the approved waste disposal site. Asbestos Contractor shall obtain trip tickets at the landfill to document disposal of asbestos containing materials. A form shall be signed, not initialed, by all parties. Copies of all trip tickets shall be submitted to the Asbestos Project Monitor.
- E. If a rental vehicle is used to transport asbestos waste, Asbestos Contractor shall provide to the vehicle's owner a written statement as to the intended use of the vehicle. A copy of such notice, signed by the vehicle owner, shall be provided to the Asbestos Project Monitor prior to transporting materials in the vehicle. Two layers of 6-mil plastic sheet shall be placed on the floor and walls of the rental vehicle prior to loading any containers of asbestos waste.
- F. Consider wastewater from showers and sinks to be contaminated waste and dispose of in accordance with this Section unless water has been filtered through a 5-micron filter.

3.15 DISPOSAL OF NON-CONTAMINATED WASTE

- A. Remove from the site all non-contaminated debris and rubbish resulting from demolition operations. Transport materials removed from demolished areas and dispose of off site in a legal manner.
- B. During progress of work, clean site, and public properties, and dispose of waste materials, debris, and rubbish. Provide on-site containers for collection of waste materials, debris, and rubbish. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.

3.16 FINAL CLEAN UP

- A. Employ experienced workers or professional cleaners for final cleaning. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from exposed to view interior and exterior finished surfaces. Polish surfaces so designated.

SECTION 09 68 13

TILE CARPETING (FIRST FLOOR ONLY)

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Carpet tiles.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference prior to start of removal.

1. Review methods and procedures related to carpet tile installation including, but not limited to, the following:
 - a. Review delivery, storage, and handling procedures.
 - b. Review ambient conditions and ventilation procedures.
 - c. Review subfloor preparation procedures.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of specified product.

1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
2. Include manufacturer's written installation recommendations for each type of substrate.

B. Shop Drawings: For carpet tile installation, showing the following:

1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.
2. Carpet tile type, color (multiple colors will be needed), and dye lot.
3. Type of subfloor.
4. Type of installation.
5. Pattern of installation.
6. Pattern type, location, and direction.
7. Pile direction.
8. Type, color, and location of insets and borders.
9. Type, color, and location of edge, transition, and other accessory strips.
10. Transition details to other flooring materials.

C. Samples for Initial Selection: Manufacturer's standard color sheets showing full range of available colors for each type of carpet tile.

1. Include Samples of exposed edge, transition, and other accessory stripping involving color or finish selection.
 - D. Samples for Verification: Actual Sample of finished products for each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
 1. Carpet Tile: Full-size Sample.
 2. Exposed Edge, Transition, and Other Accessory Stripping: 12-inch- long Samples.
 - E. Product Schedule: For carpet tile. Use same designations indicated on Drawings.
 - F. Sustainable Design Submittals:
 1. Third Party: Certifications: For each product.
 2. Third Party: Certified Life-Cycle Assessment: For each product.
- 1.4 INFORMATIONAL SUBMITTALS
- A. Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.
 - B. Qualification Statements: For Installer.
 - C. Sample Warranties: For carpet tile.
- 1.5 CLOSEOUT SUBMITTALS
- A. Maintenance Data: For carpet tiles. Include the following:
 1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
 2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.
- 1.6 MAINTENANCE MATERIAL SUBMITTALS
- A. Extra Stock Material: Furnish extra materials, from the same production run, to Owner that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Carpet Tile: Full-size units equal to 5 percent of amount installed for each type indicated, but not fewer than 10 full-size units.
- 1.7 QUALITY ASSURANCE
- A. Installer Qualifications: An authorized representative who is certified by the International Certified Floorcovering Installers Association.
- 1.8 MOCKUPS
- A. Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic

effects, and to set quality standards for fabrication and installation.

1. Build mockups.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations by Change Order.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI 104.

1.10 FIELD CONDITIONS

- A. Comply with CRI 104 for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at levels planned for building occupants during the remainder of the construction period.
- C. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended in writing by carpet tile manufacturer.
- D. Where demountable partitions or other items are indicated for installation on top of carpet tiles, install carpet tiles before installing these items.

1.11 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
 1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
 2. Failures include, but are not limited to, the following:
 - a. More than 10 percent loss of face fiber, edge raveling, snags, and runs.
 - b. Loss of tuft-bind strength.
 - c. Excess static discharge.
 - d. Delamination.
 - e. Dimensional instability.
 3. Warranty Period: 5 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CARPET TILES

A. Carpet Tile:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. [Shaw Industries Group, Inc.; Berkshire Hathaway Company] Owner's (Preferred Product)
 - b. [Bentley Mills, Inc.]
 - c. [Engineered Floors]
 - d. [Interface, Inc.]
 - e. [J&J Flooring Group LLC]
 - f. [Mannington Commercial; a business unit of Mannington Mills, Inc.]
 - g. [Mohawk Group]
 - h. [Static Smart; Julie Industries]
 - i. [Tarkett USA]
 - j. [van Gelder, Inc]
2. Color: Multiple colors to be determined by the Owner.
3. Pattern: To be determined by the Owner.
4. Pile Thickness: In accordance with ASTM D6859.
5. Primary Backing/Backcoating: Manufacturer's standard composite materials..
6. Size: 18 by 18 inches.
7. Applied Treatments:
 - a. Soil-Resistance Treatment: Manufacturer's standard treatment.
 - b. Antimicrobial Treatment: Manufacturer's standard treatment that protects carpet tiles as follows:
 - 1) Antimicrobial Activity: Not less than 2 mm halo of inhibition for gram-positive bacteria, not less than 1 mm halo of inhibition for gram-negative bacteria, and no fungal growth, in accordance with AATCC 174.
8. Sustainable Design Requirements:
 - a. Sustainable Product Certification: Gold level certification in accordance with NSF/ANSI 140.
 - b. Verify flooring products comply with requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
 - c. Verify flooring products comply with requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers." Verify formaldehyde emissions do not exceed 16.5 mcg/cu. m or 13.5 ppb, whichever is less.
 - d. Verify flooring products comply with requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

- e. Extended Producer Responsibility: Provide documentation of manufacturer participation in an extended producer responsibility program.
- f. Life-Cycle Analysis: Provide documentation indicating product contribution to reduction in global warming potential, depletion of the stratospheric ozone layer, acidification of land and water sources, eutrophication, formation of tropospheric ozone, and depletion of nonrenewable energy resources.
- g. Recycled Content: Provide manufacturer documentation for recycled content, indicating postconsumer and pre-consumer recycled content.

2.2 ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended in writing by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive types to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and that are recommended in writing by carpet tile manufacturer for releasable installation.
- C. Metal Edge/Transition Strips: Extruded aluminum finish of profile and width shown, of height required to protect exposed edge of carpet, and of maximum lengths to minimize running joints.

PART 3 - EXECUTION

3.1 SCOPE OF WORK

- A. level and prepare all first-floor surfaces that have been abated.
- B. Install carpet tile on all prepared floor surfaces that have been abated
- C. Provide rubber or aluminum transition strips at carpet tile extents when meeting different floor material. Indicate on shop drawings. Variance in floor finish height between carpet and other floor material must not exceed 1/2".

3.2 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance.
- B. Examine carpet tile for type, color, pattern, and potential defects.
- C. Access Flooring Systems: Verify the following:
 - 1. Access floor substrate is compatible with carpet tile and adhesive if any.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 PREPARATION

- A. General: Comply with CRI 104 and with carpet tile manufacturer's written installation instructions for preparing substrates.
- B. Trowelable Leving and Patching Compounds: Use Trowelable leveling and patching compounds in accordance with manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes, and depressions 1/8 inch wide or wider, and protrusions more than 1/32 inch unless more stringent requirements are required by manufacturer's written instructions.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive and carpet tile manufacturers.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.4 INSTALLATION OF CARPET TILES

- A. General: Comply with CRI 104, Section 10, "Carpet Tile," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: As recommended in writing by carpet tile manufacturer. Glue down; install every tile with full-spread, releasable, pressure-sensitive adhesive.
- C. Maintain dye-lot integrity. Do not mix dye lots in same area.
- D. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosing. Bind or seal cut edges as recommended in writing by carpet tile manufacturer.
- E. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, nonstaining marking device.
- G. Install pattern parallel to walls and borders.
- H. Access Flooring: Stagger joints of carpet tiles so carpet tile grid is offset from access flooring panel grid. Do not fill seams of access flooring panels with carpet adhesive; keep seams free of adhesive.

3.5 CLEANING

- A. Perform cleaning operations immediately after installing carpet tile as follows:
 - 1. Remove excess adhesive and other surface blemishes using cleaner recommended in writing by carpet tile manufacturer.
 - 2. Remove yarns that protrude from carpet tile surface.
 - 3. Vacuum carpet tile using commercial machine with face-beater element.

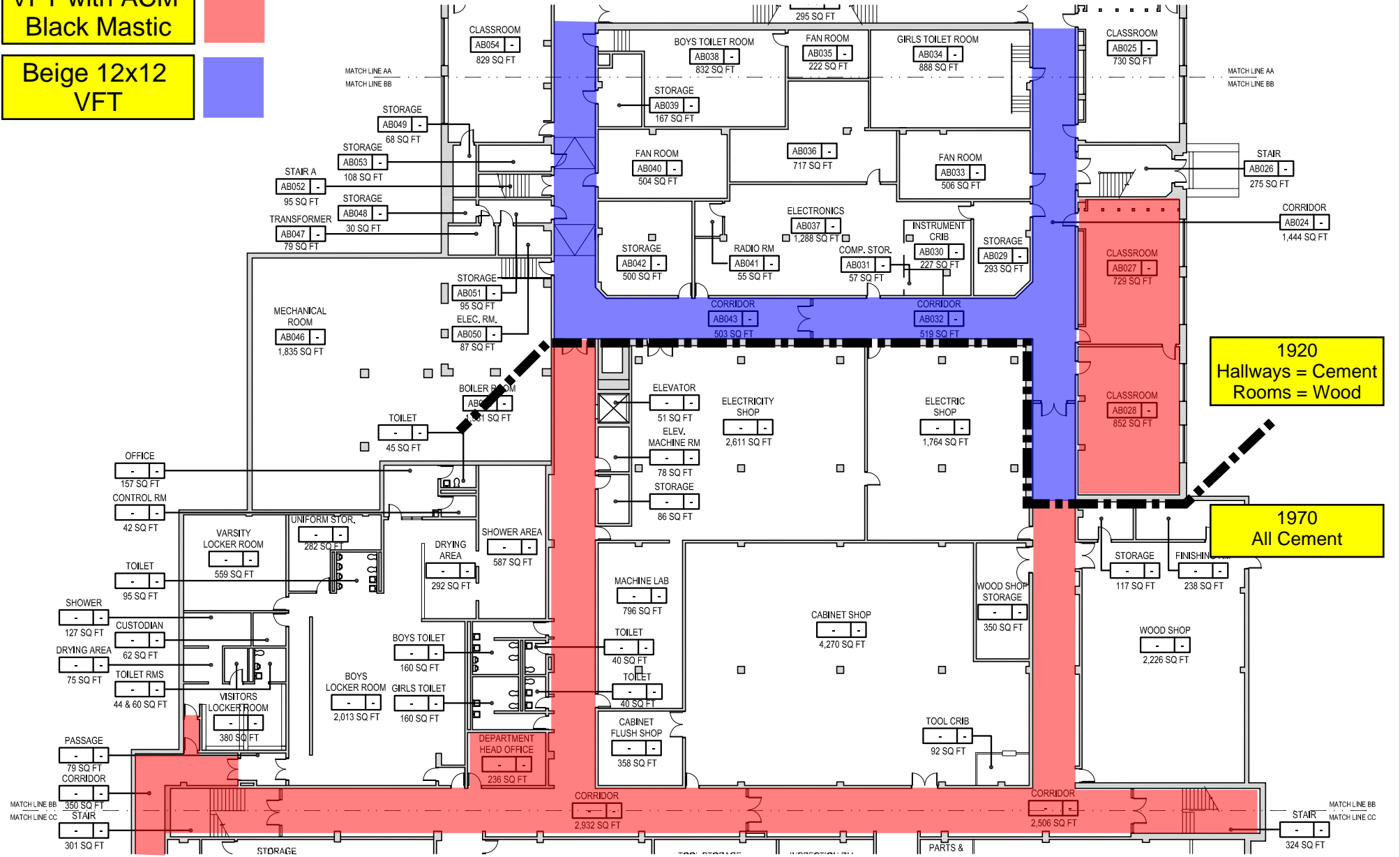
3.6 PROTECTION

- A. Protect installed carpet tile to comply with CRI 104, Section 13.7.
- B. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

VFT with ACM
Black Mastic



Beige 12x12
VFT

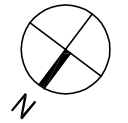


1920
Hallways = Cement
Rooms = Wood

1970
All Cement

Ground Floor Plan - Section BB

Former Everett High School
548 Broadway, Everett, MA 02149
Scale: 1/32" = 1'-0"



VFT with ACM
Black Mastic

LOCKER ROOM
380 SQ FT

2,013 SQ FT 160 SQ FT

DEPARTMENT
HEAD OFFICE
236 SQ FT

40 SQ FT
CABINET
FLUSH SHOP
358 SQ FT

TOOL CRIB
92 SQ FT

79 SQ FT
CORRIDOR
350 SQ FT
STAIR
301 SQ FT
STORAGE
80 SQ FT
STAIR
169 SQ FT

STORAGE
83 SQ FT
DECORATING
1,896 SQ FT

FINISHING
502 SQ FT

STORAGE
390 SQ FT

UPHOLSTERING
2,037 SQ FT

TOILET
25 SQ FT

DARK ROOM
381 SQ FT

TOILET
25 SQ FT

PLATE ROOM
646 SQ FT

GRAPHIC ARTS
3,013 SQ FT

PAPER STORAGE
308 SQ FT

STORAGE
244 SQ FT

STAIR
1801 SQ FT

OFFICE
250 SQ FT

OFFICE
142 SQ FT

TOILET
26 SQ FT

TOILET
26 SQ FT

MECHANICAL
DRAWING
1,257 SQ FT

STORAGE
181 SQ FT

STORAGE
23 SQ FT

METAL SHOP
3,956 SQ FT

TOOL CRIB
77 SQ FT

CORRIDOR
2,932 SQ FT

TOOL STORAGE
406 SQ FT

INSPECTION RM
315 SQ FT

GENERAL SHOP
3,672 SQ FT

MACHINE SHOP
4,076 SQ FT

CORRIDOR
1,606 SQ FT

CORRIDOR
1,472 SQ FT

METAL SHOP
STORAGE
267 SQ FT

CENTRAL
RECEIVING
195 SQ FT

PARTS &
TOOL CRIB
169 SQ FT

AUTO REPAIR
5,098 SQ FT

TOILET
39 SQ FT

STORAGE
222 SQ FT

TOILET
39 SQ FT

PARTS &
TOOL CRIB
120 SQ FT

AUTO BODY
5,132 SQ FT

STAIR
317 SQ FT

OUTDOOR
STORAGE
245 SQ FT

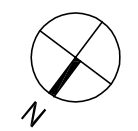
CORRIDOR
2,506 SQ FT

1970
All Cement

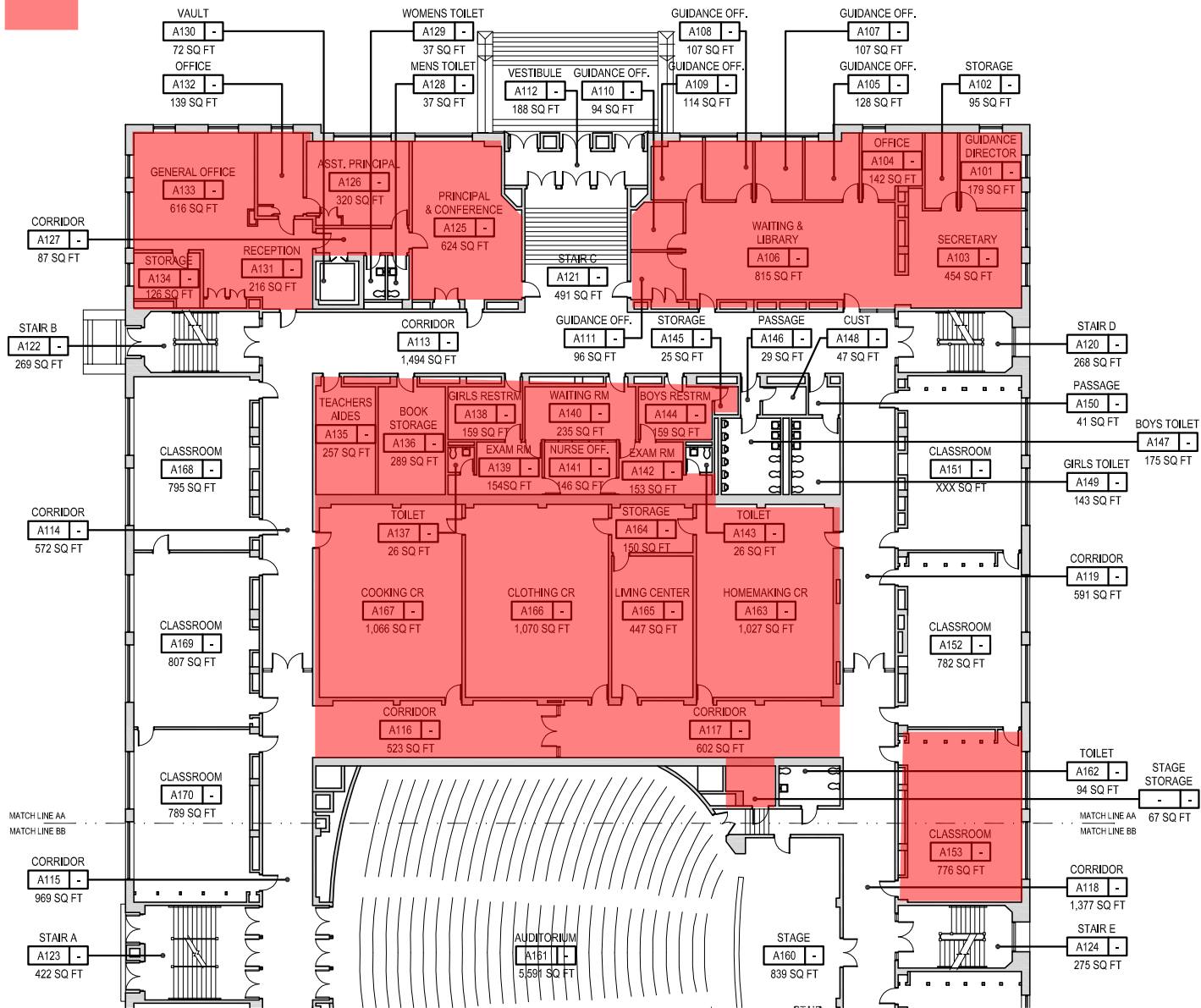
STAIR
324 SQ FT

Ground Floor Plan - Section CC

Former Everett High School
548 Broadway, Everett, MA 02149
Scale: 1/32" = 1'-0"

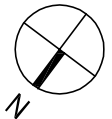


VFT with ACM
Black Mastic

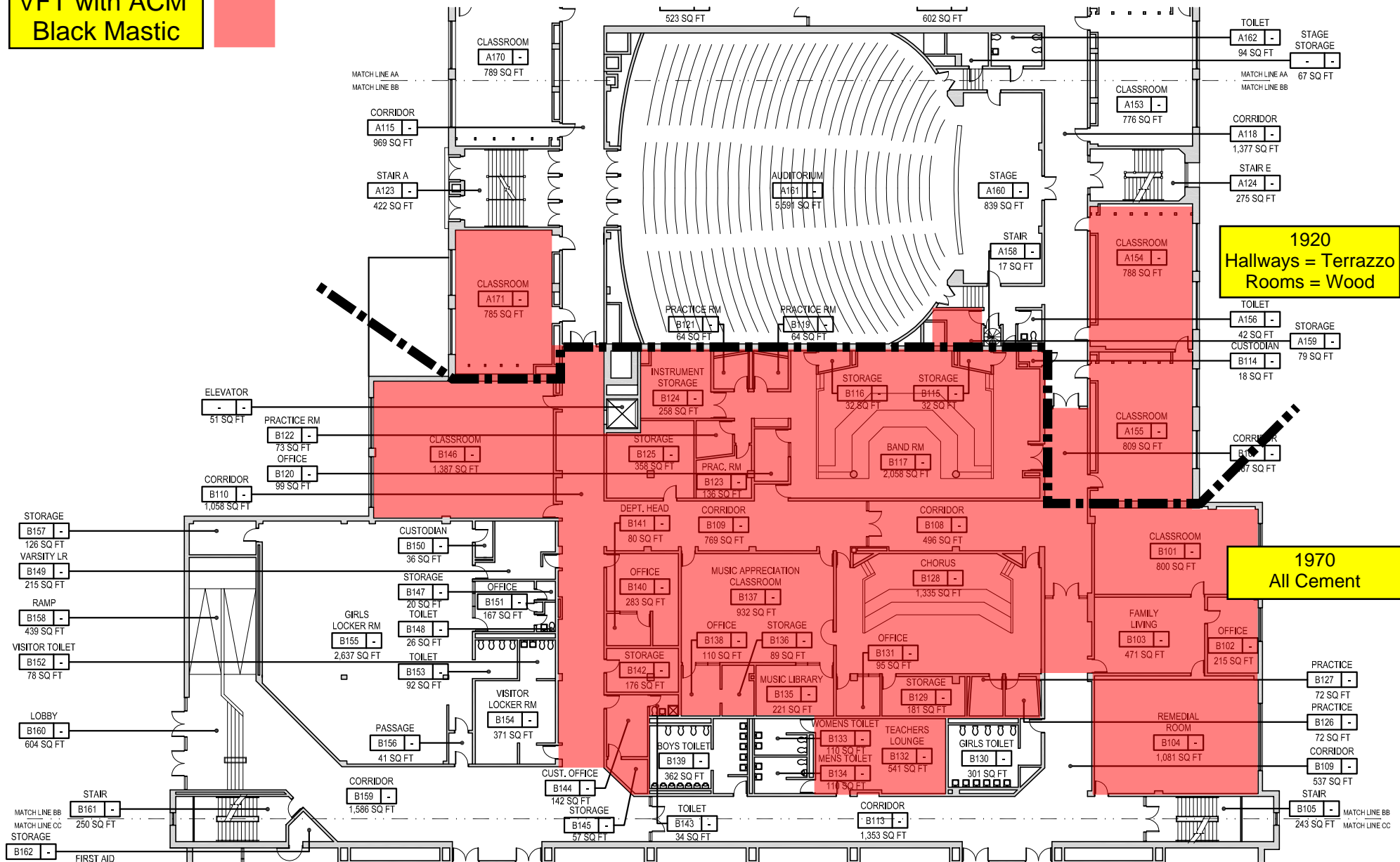


First Floor Plan - Section AA

Former Everett High School
548 Broadway, Everett, MA 02149
Scale: 1/32" = 1'-0"

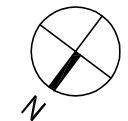


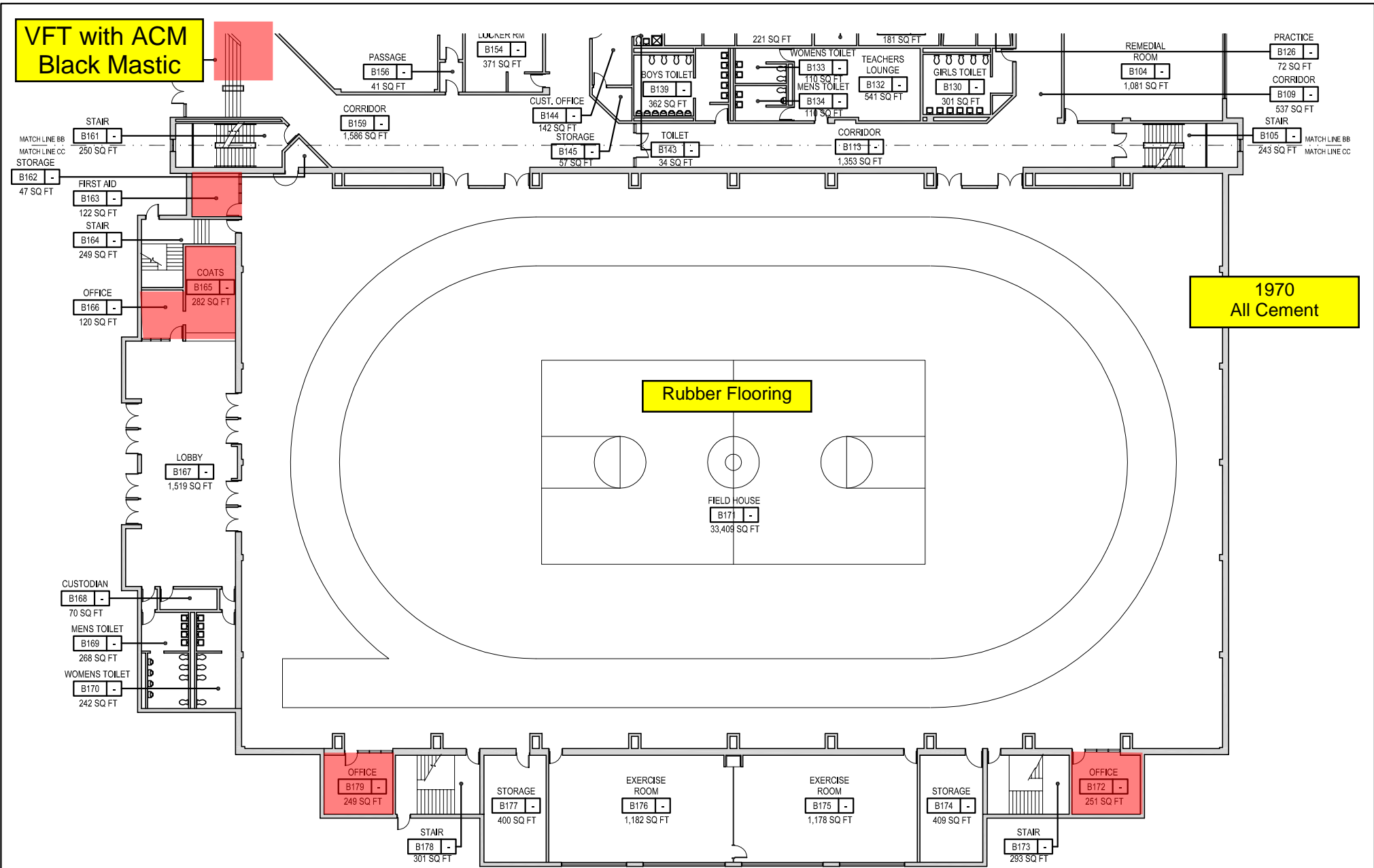
VFT with ACM
Black Mastic



First Floor Plan - Section BB

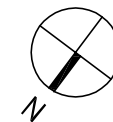
Former Everett High School
548 Broadway, Everett, MA 02149
Scale: 1/32" = 1'-0"





First Floor Plan - Section CC

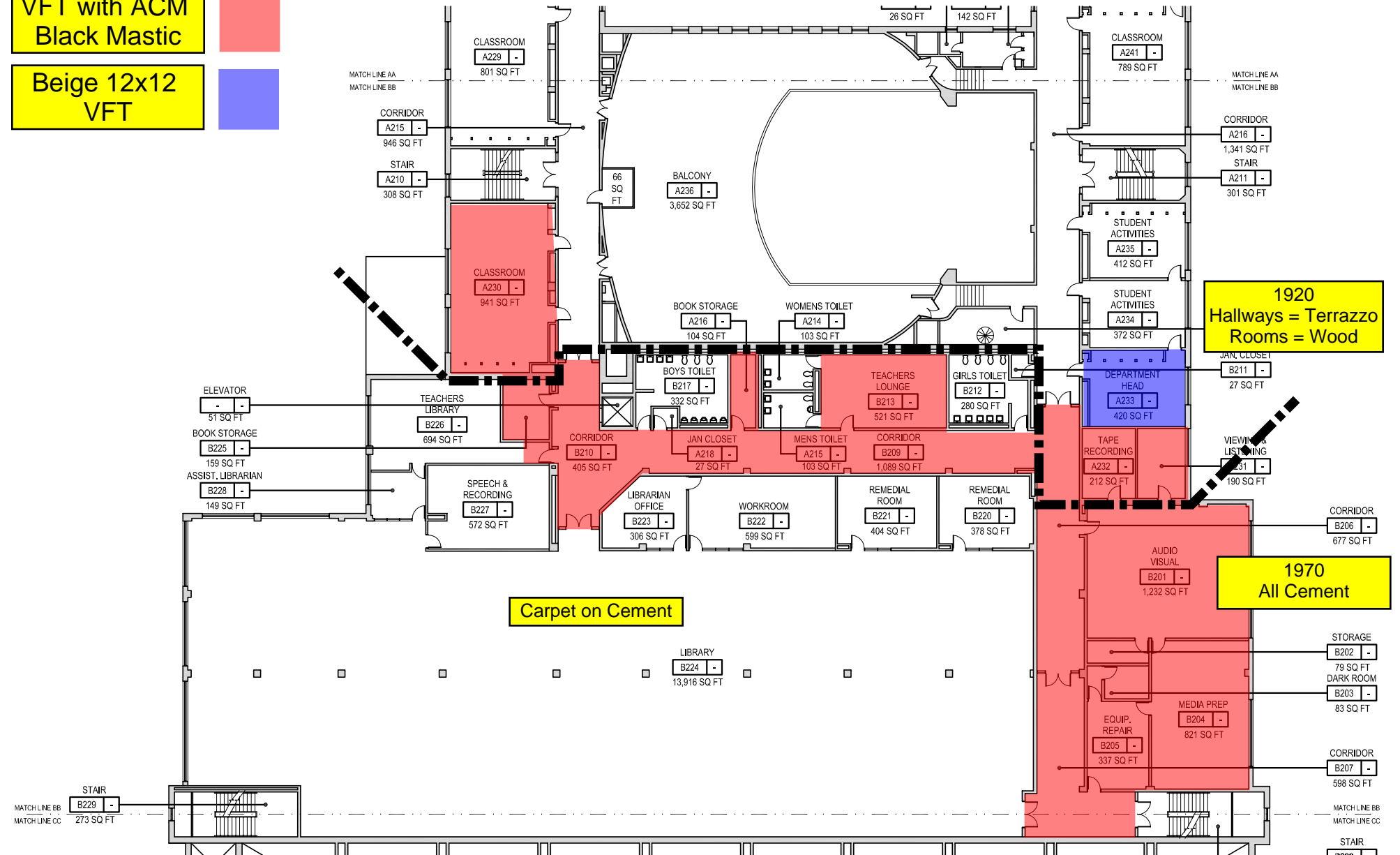
Former Everett High School
 548 Broadway, Everett, MA 02149
 Scale: 1/32" = 1'-0"



VFT with ACM
Black Mastic

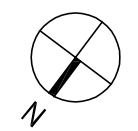


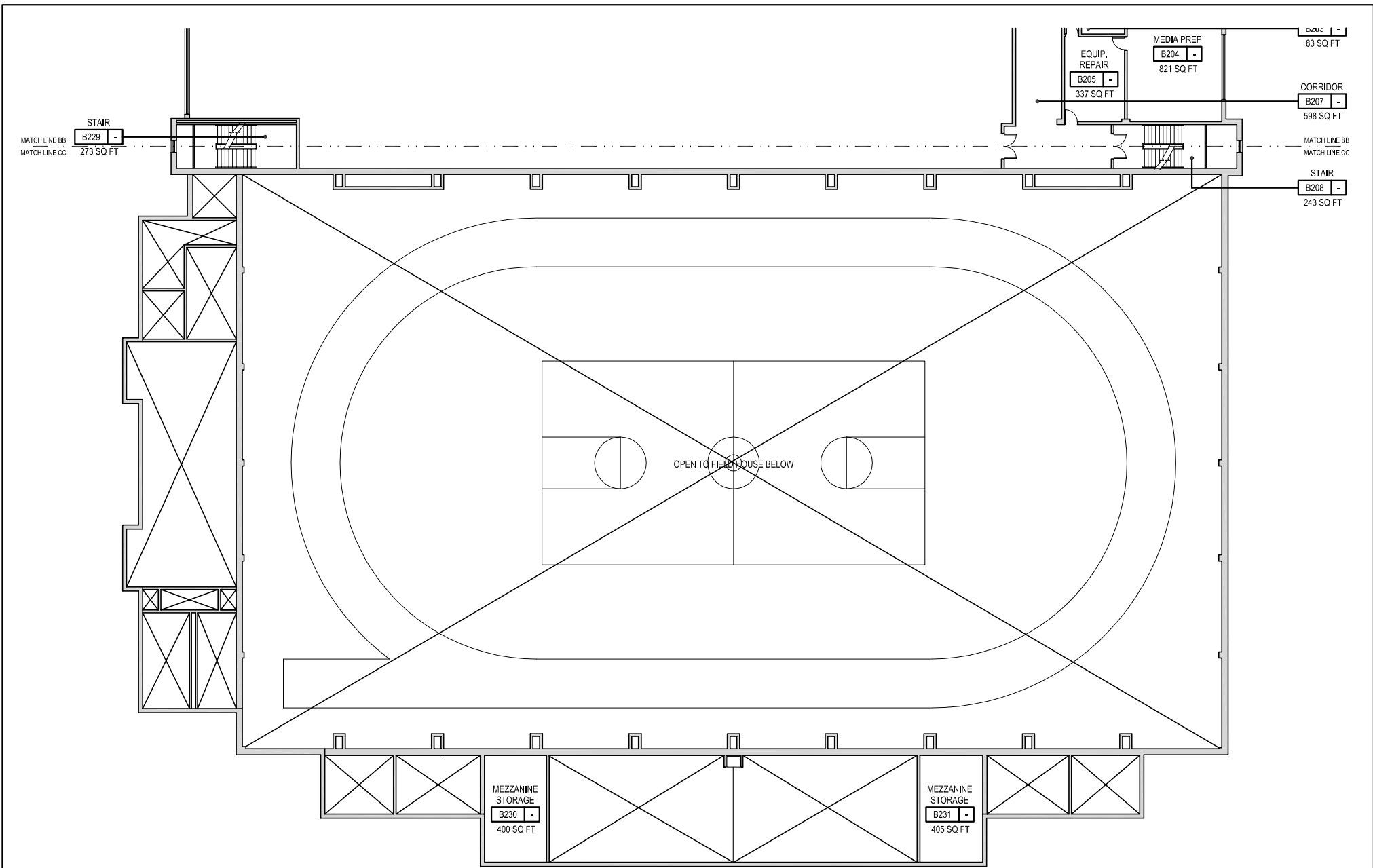
Beige 12x12
VFT



Second Floor Plan - Section BB

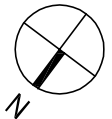
Former Everett High School
548 Broadway, Everett, MA 02149
Scale: 1/32" = 1'-0"



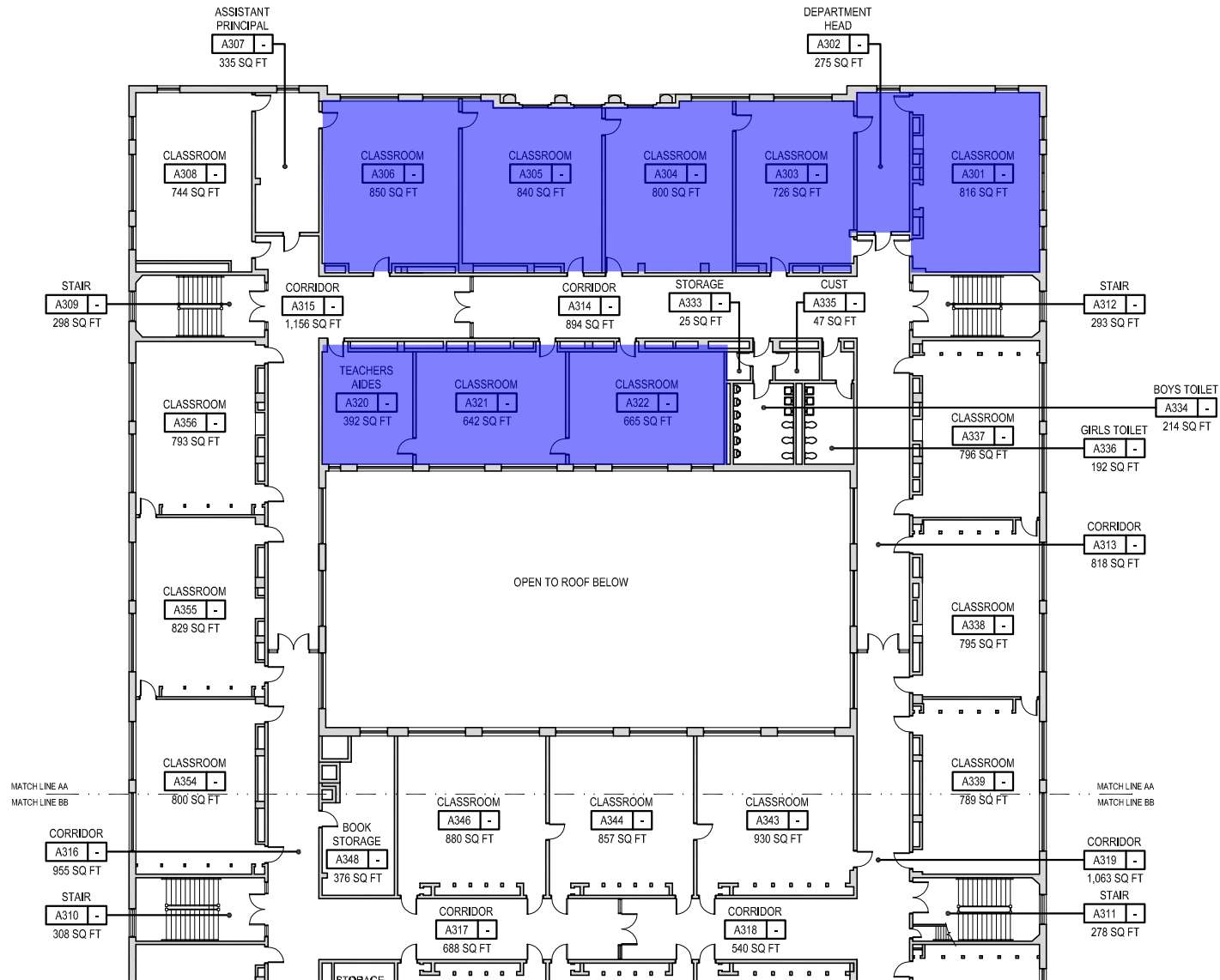


Second Floor Plan - Section CC

Former Everett High School
 548 Broadway, Everett, MA 02149
 Scale: 1/32" = 1'-0"



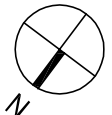
Beige 12x12
VFT



1920
Hallways = Terrazzo
Rooms = Wood

Third Floor Plan - Section AA

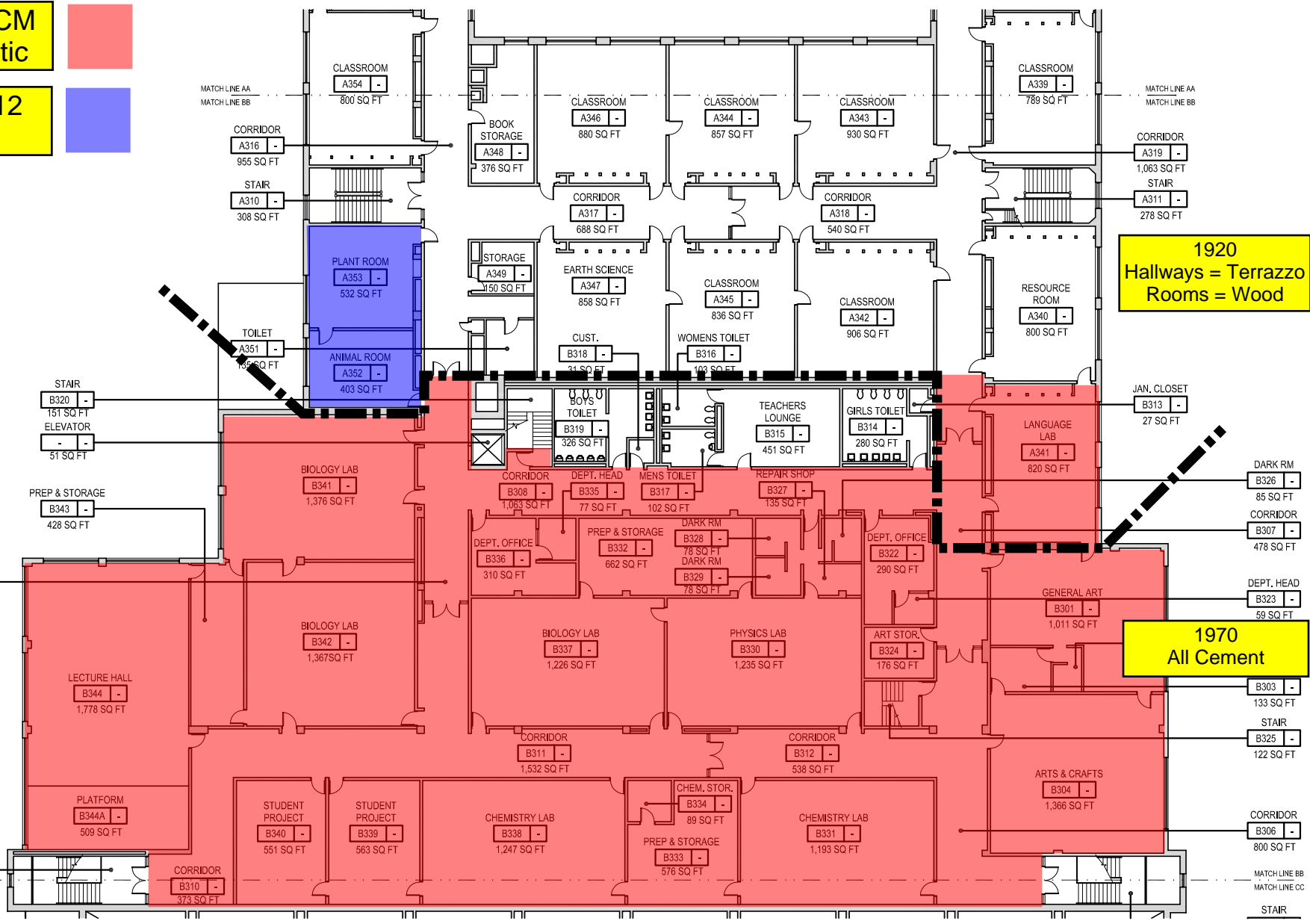
Former Everett High School
548 Broadway, Everett, MA 02149
Scale: 1/32" = 1'-0"



VFT with ACM
Black Mastic



Beige 12x12
VFT

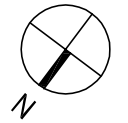


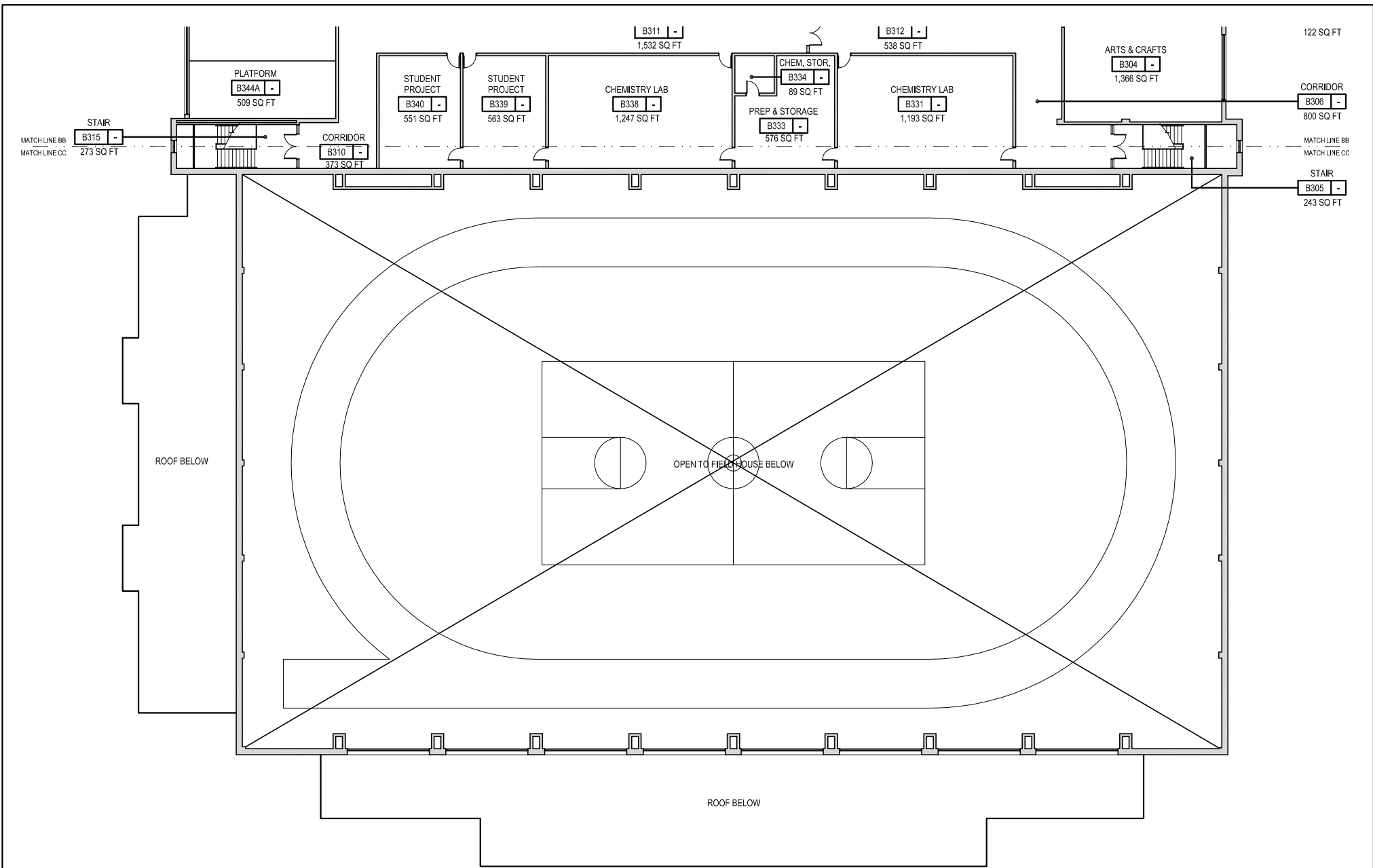
1920
Hallways = Terrazzo
Rooms = Wood

1970
All Cement

Third Floor Plan - Section BB

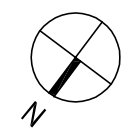
Former Everett High School
548 Broadway, Everett, MA 02149
Scale: 1/32" = 1'-0"

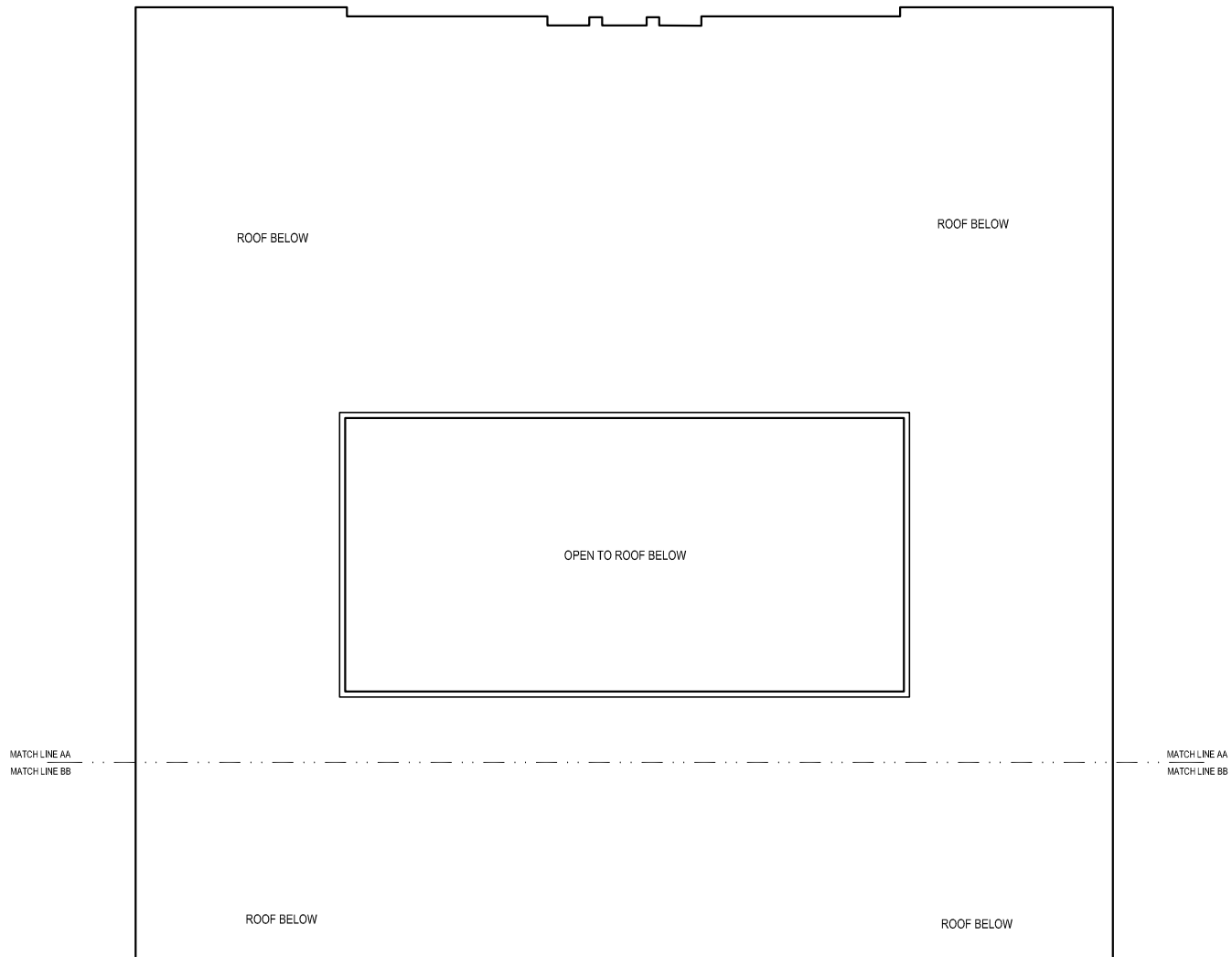




Third Floor Plan - Section CC

Former Everett High School
 548 Broadway, Everett, MA 02149
 Scale: 1/32" = 1'-0"





Fourth Floor Plan - Section AA

Former Everett High School
548 Broadway, Everett, MA 02149
Scale: 1/32" = 1'-0"



VFT with ACM
Black Mastic

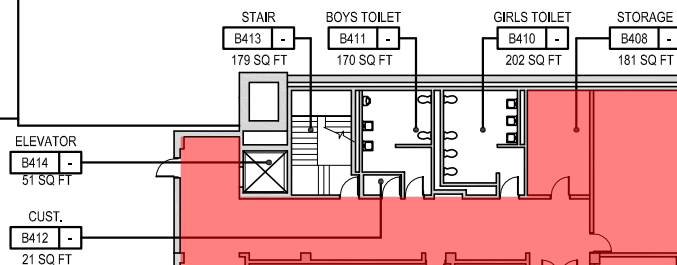


MATCH LINE AA
MATCH LINE BB

MATCH LINE AA
MATCH LINE BB

ROOF BELOW

ROOF BELOW



1970
All Cement

ROOF BELOW

ROOF BELOW

MATCH LINE BB
MATCH LINE CC

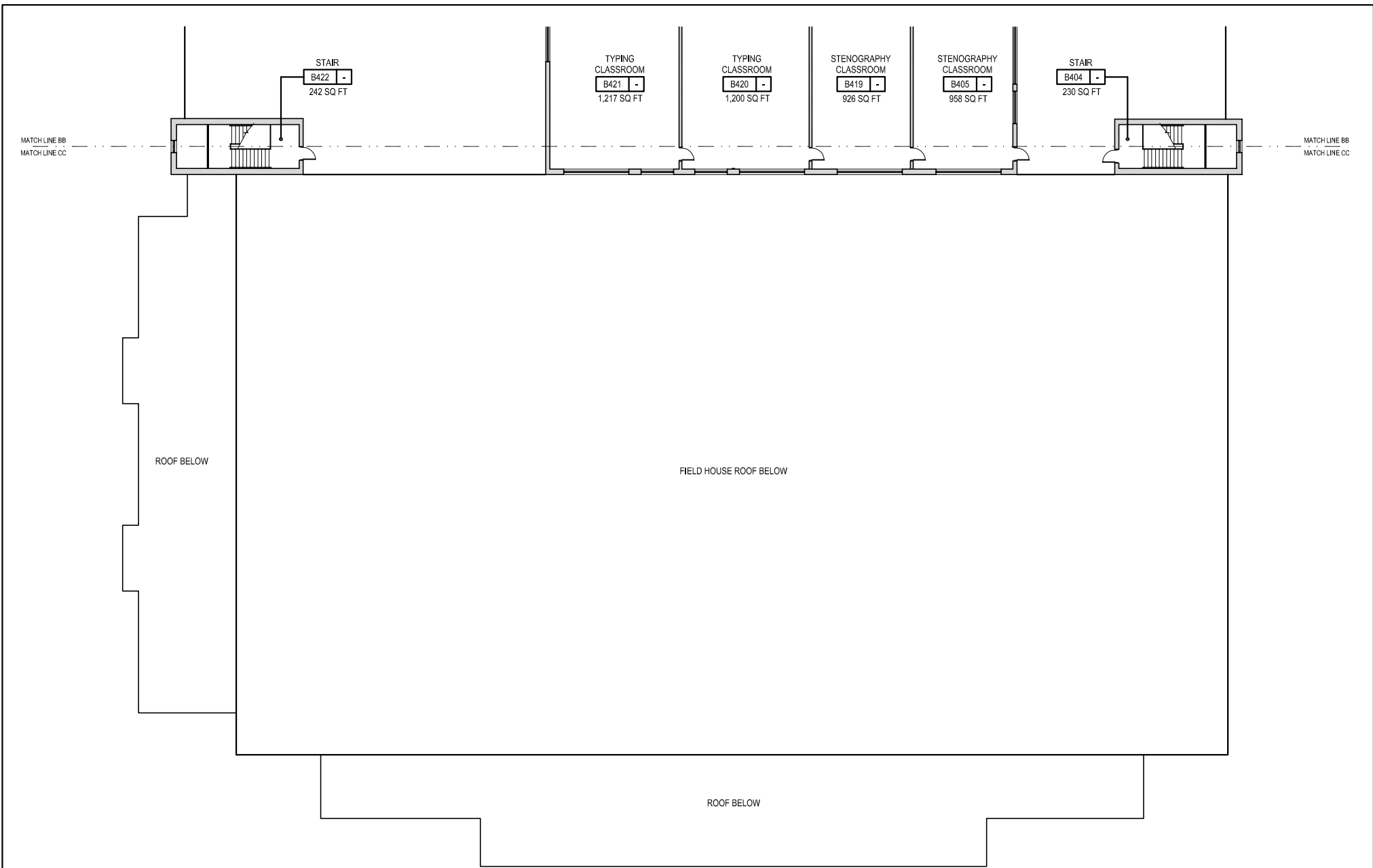
MATCH LINE BB
MATCH LINE CC



Fourth Floor Plan - Section BB

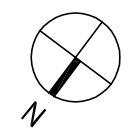
Former Everett High School
548 Broadway, Everett, MA 02149
Scale: 1/32" = 1'-0"





Fourth Floor Plan - Section CC

Former Everett High School
 548 Broadway, Everett, MA 02149
 Scale: 1/32" = 1'-0"

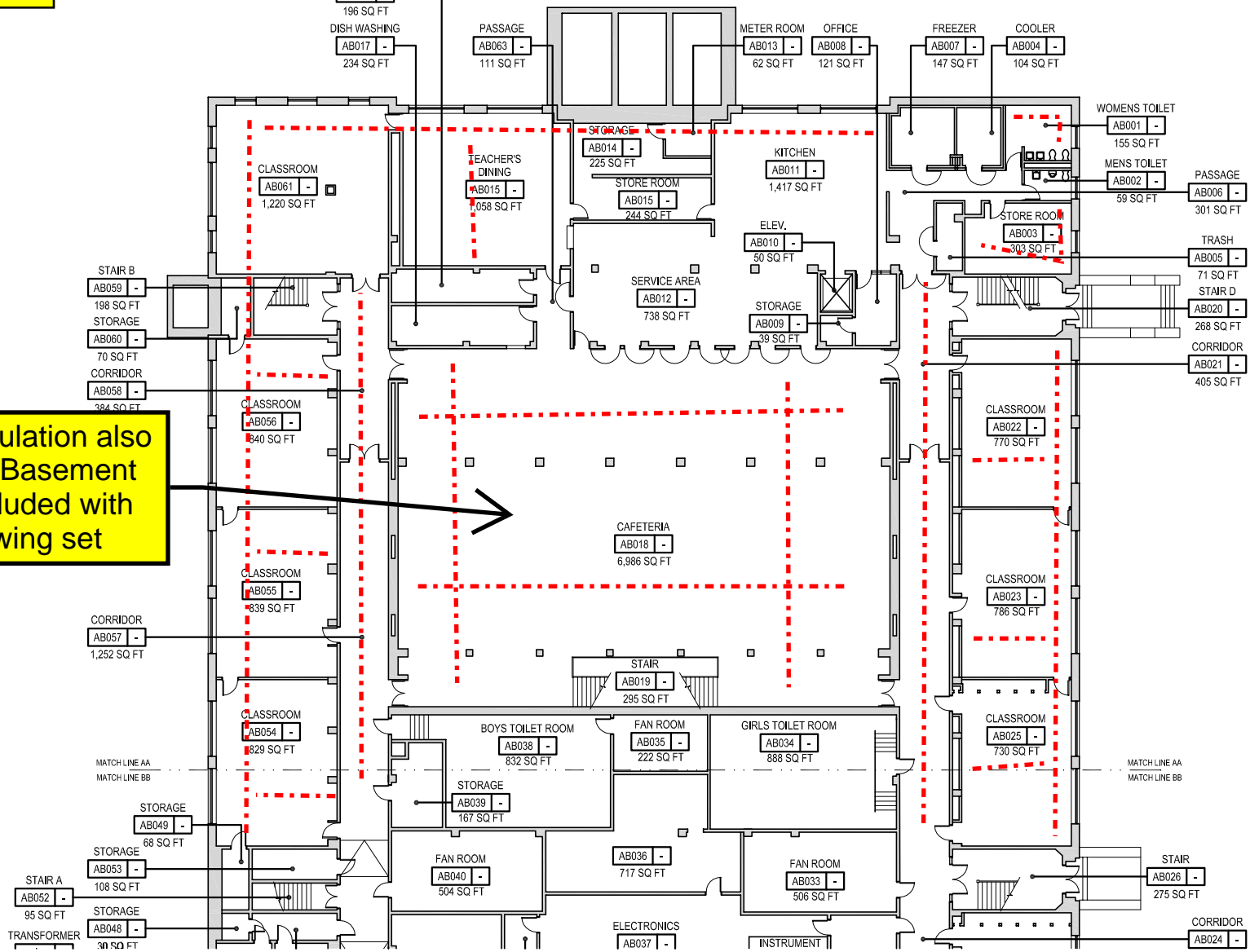


Visible Pipe Insulation



Pipe Insulation above SAT and Gypsum Ceilings in 1920 Building Ground Floor

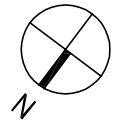
Pipe Insulation also in Sub-Basement not included with drawing set



Ground Floor Plan - Section AA

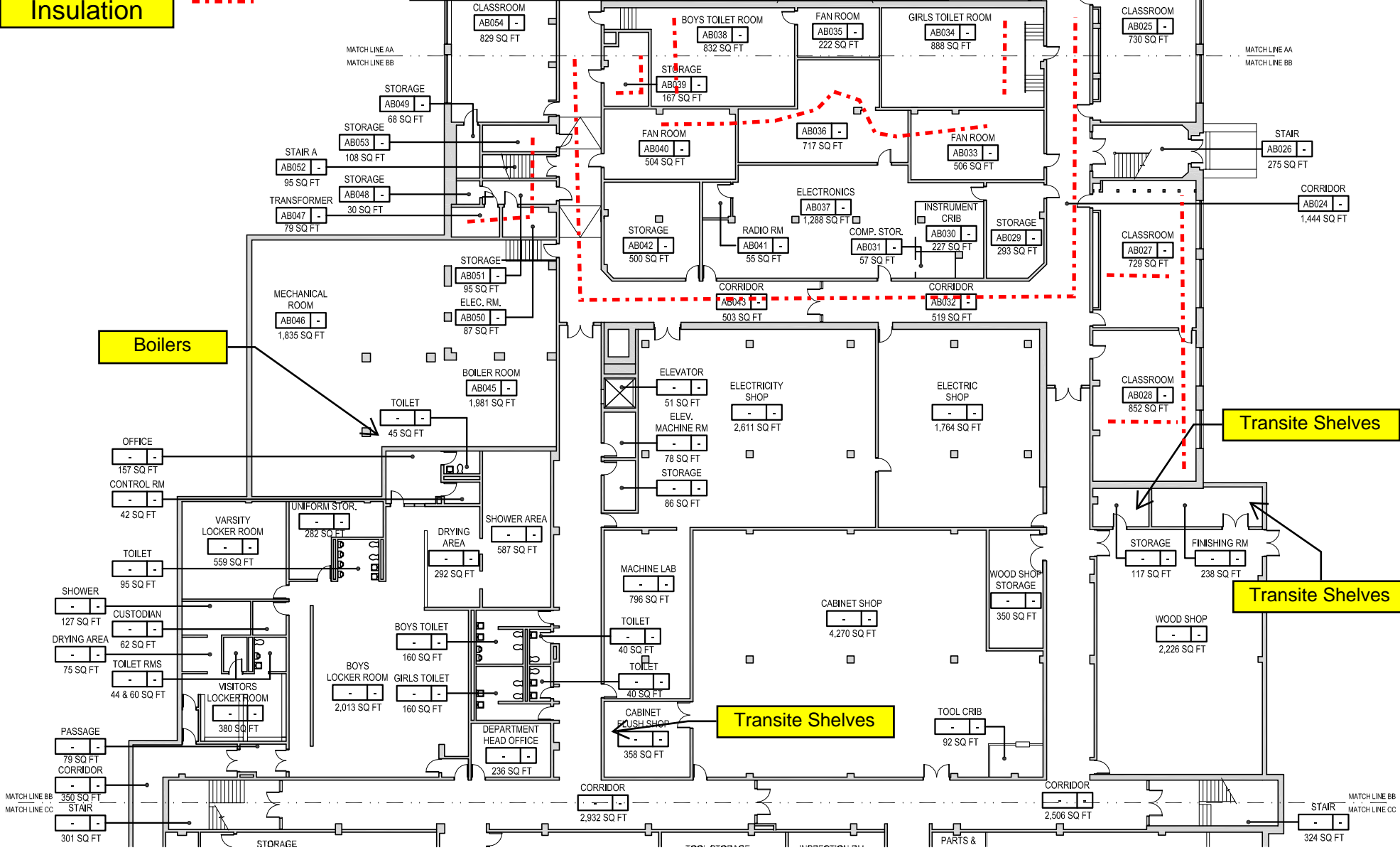
Former Everett High School
548 Broadway, Everett, MA 02149
Scale: 1/32" = 1'-0"

Hard Joint Pipe Fittings Hidden Above Ceilings and Inside Wet Walls Throughout



Pipe Insulation above SAT and Gypsum Ceilings in 1920 Building Ground Floor

Visible Pipe Insulation



Boilers

Transite Shelves

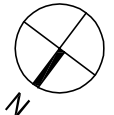
Transite Shelves

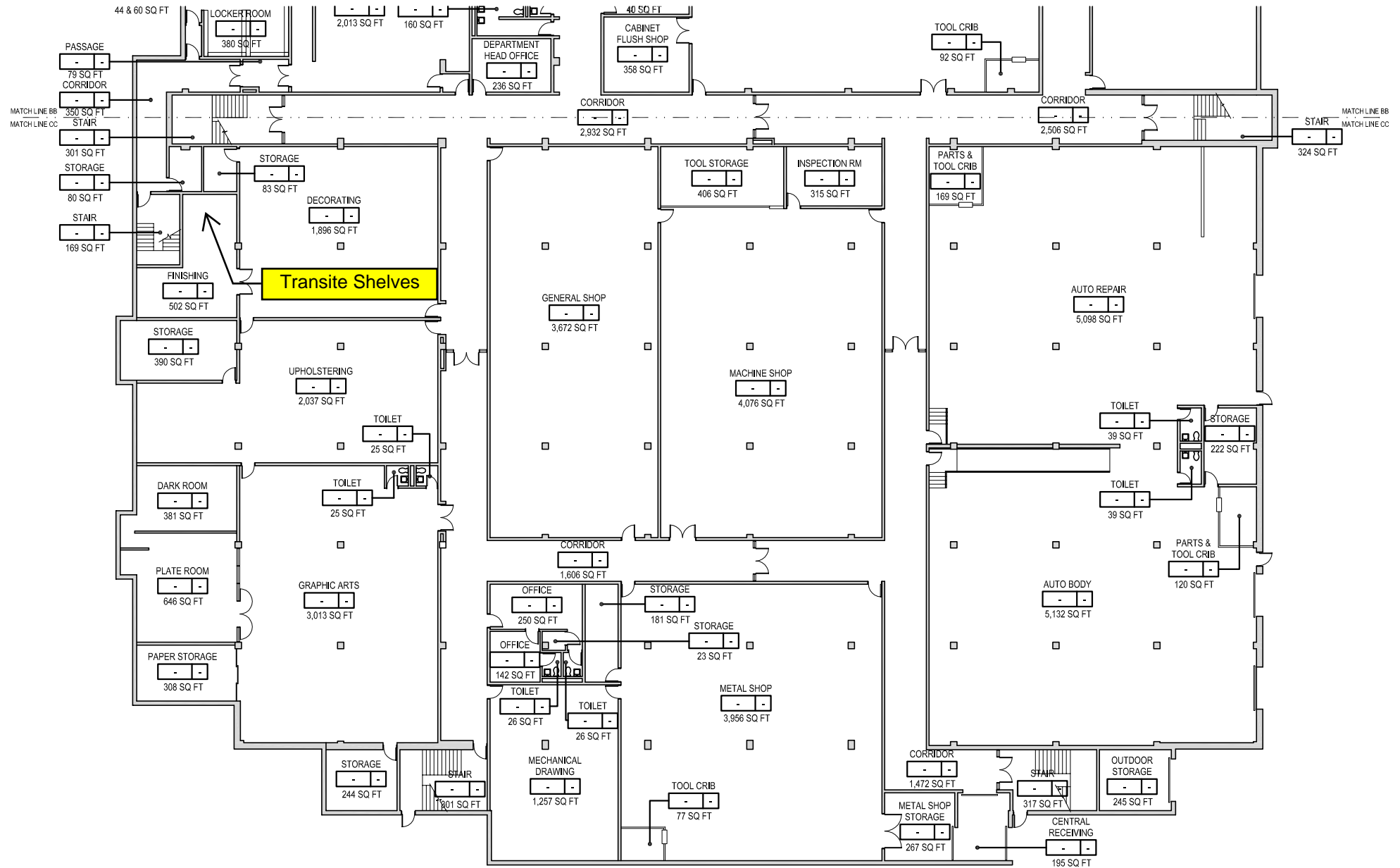
Transite Shelves

Ground Floor Plan - Section BB

Former Everett High School
 548 Broadway, Everett, MA 02149
 Scale: 1/32" = 1'-0"

Hard Joint Pipe Fittings Hidden Above Ceilings and Inside Wet Walls Throughout

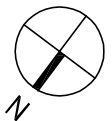




Ground Floor Plan - Section CC

Former Everett High School
548 Broadway, Everett, MA 02149
Scale: 1/32" = 1'-0"

**Hard Joint Pipe Fittings Hidden Above Ceilings
and Inside Wet Walls Throughout**



Sink Coating



Cabinet Door
Glass Glaze



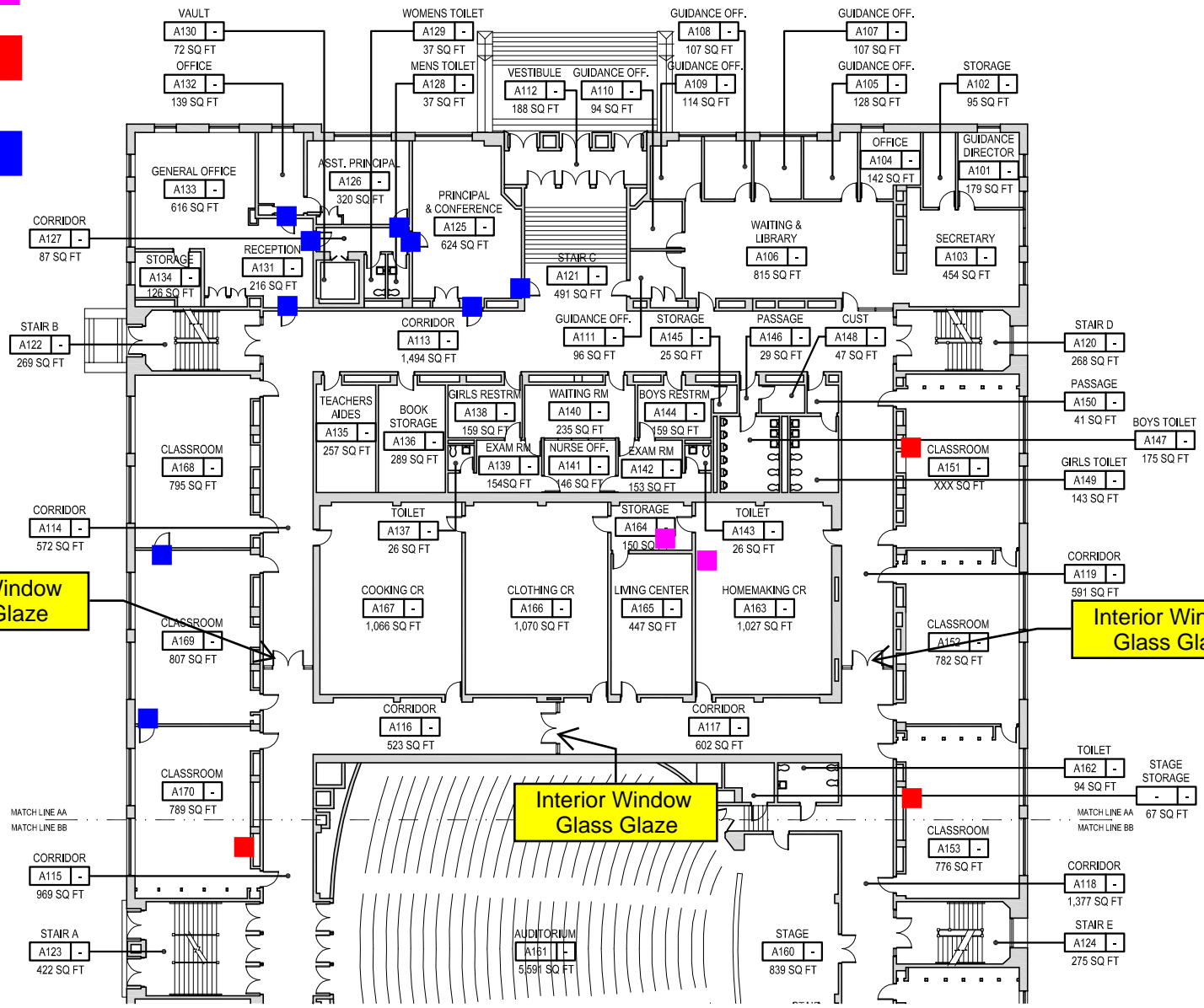
Interior Door
Glass Glaze



Interior Window
Glass Glaze

Interior Window
Glass Glaze

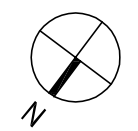
Interior Window
Glass Glaze



First Floor Plan - Section AA

Former Everett High School
 548 Broadway, Everett, MA 02149
 Scale: 1/32" = 1'-0"

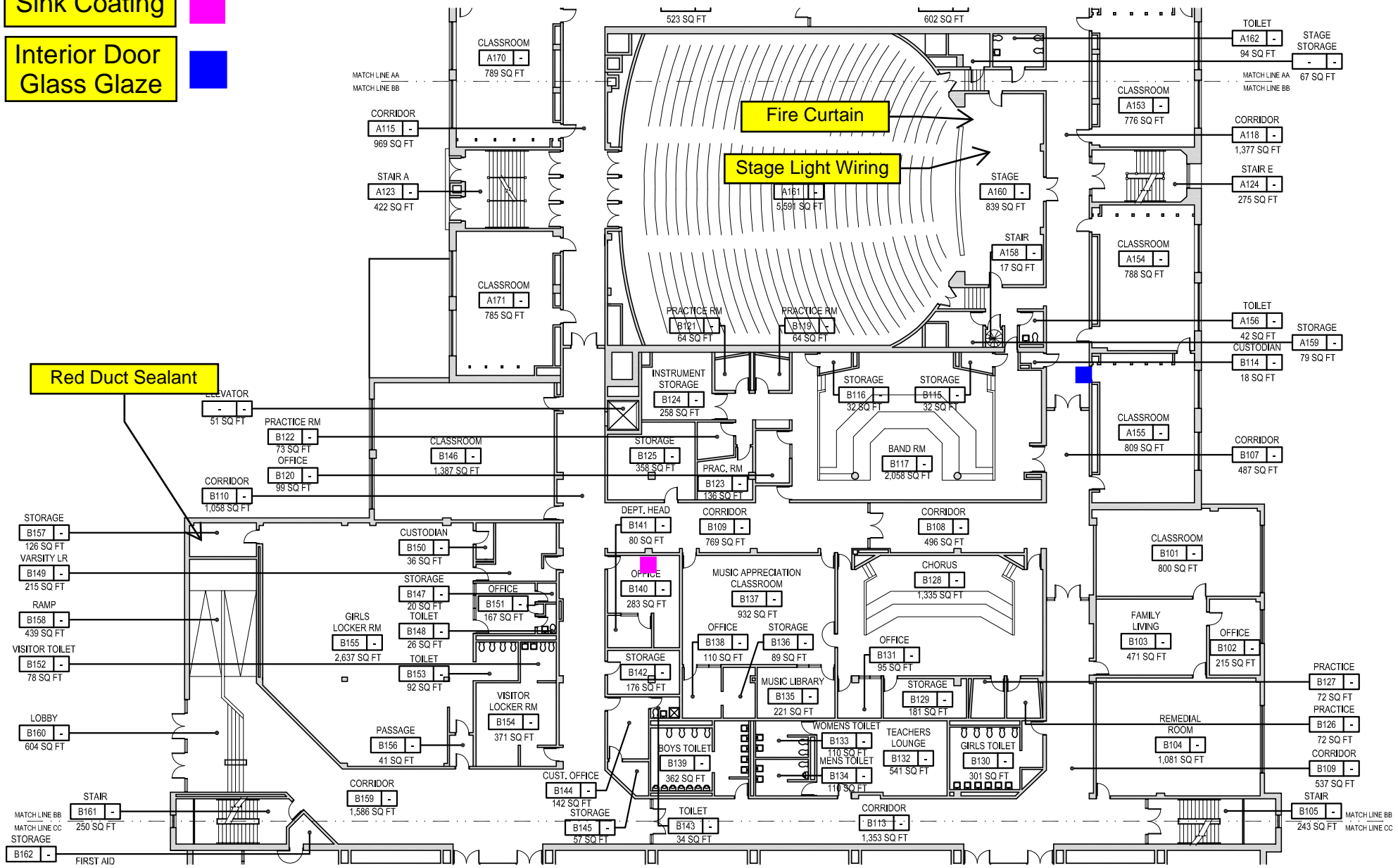
Hard Joint Pipe Fittings Hidden Above Ceilings
 and Inside Wet Walls Throughout



Sink Coating



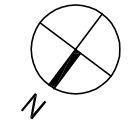
Interior Door
Glass Glaze

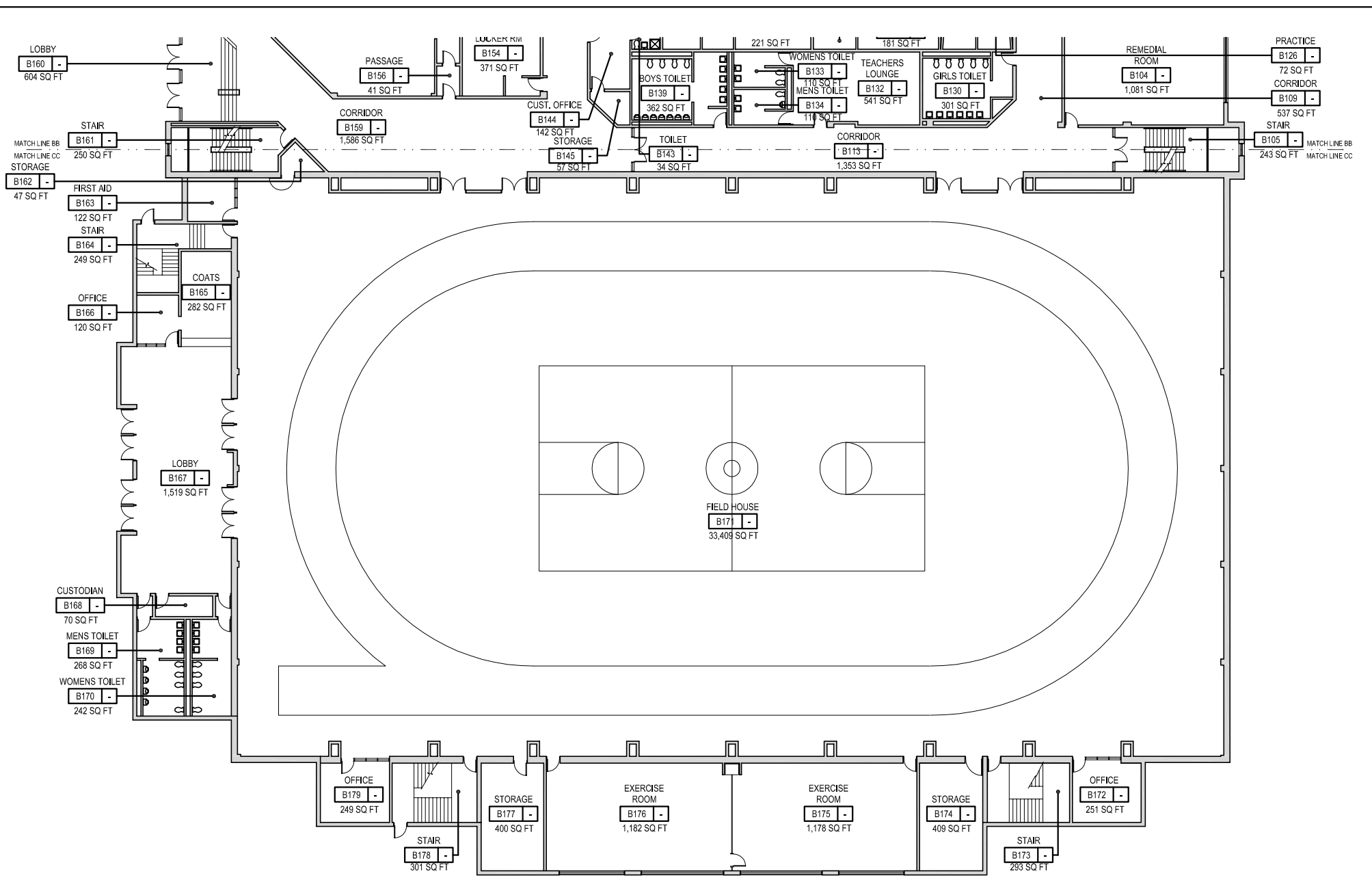


First Floor Plan - Section BB

Former Everett High School
 548 Broadway, Everett, MA 02149
 Scale: 1/32" = 1'-0"

Hard Joint Pipe Fittings Hidden Above Ceilings
 and Inside Wet Walls Throughout

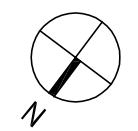




First Floor Plan - Section CC

Former Everett High School
 548 Broadway, Everett, MA 02149
 Scale: 1/32" = 1'-0"

**Hard Joint Pipe Fittings Hidden Above Ceilings
 and Inside Wet Walls Throughout**



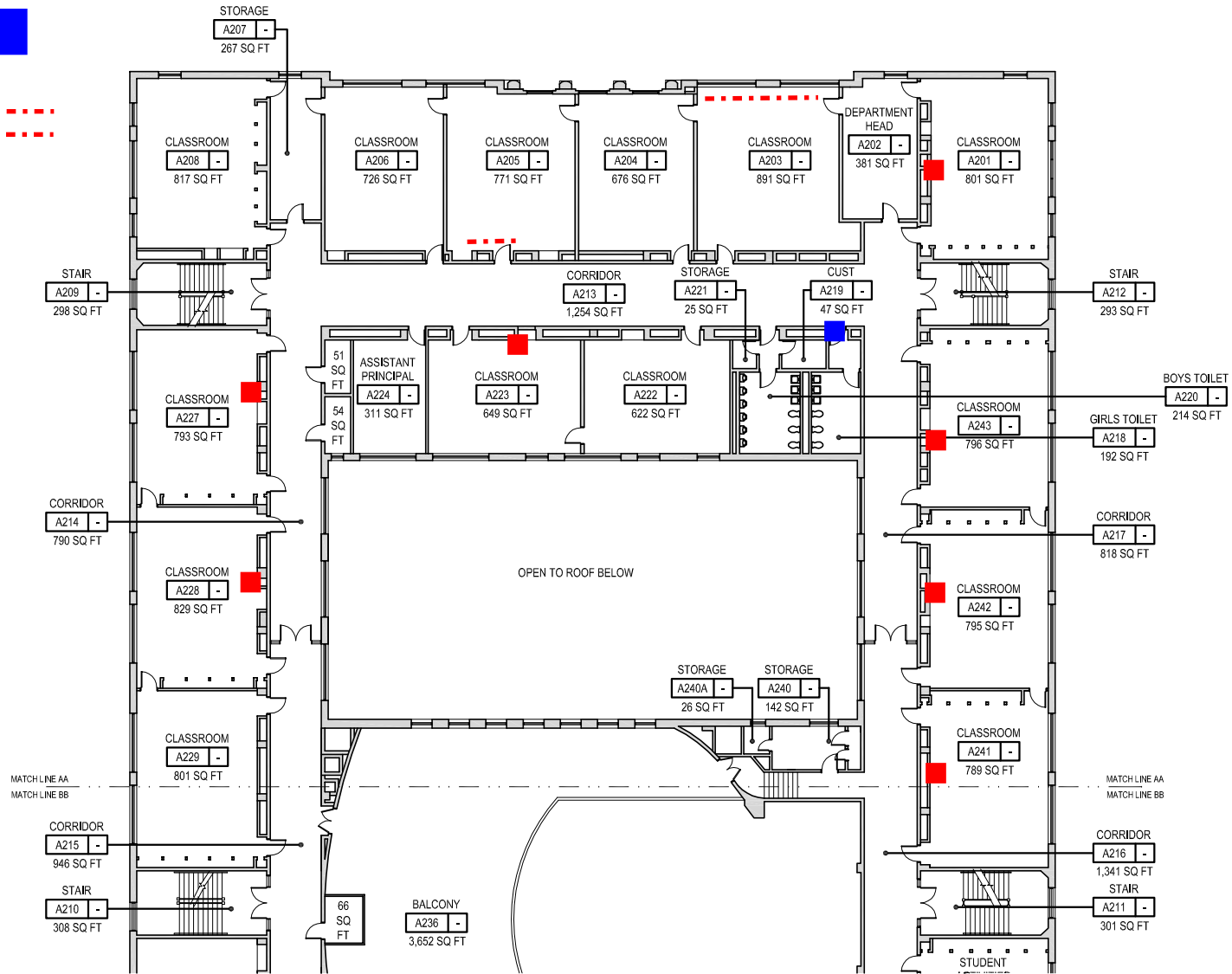
Cabinet Door
Glass Glaze



Interior Door
Glass Glaze



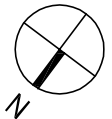
Visible Pipe
Insulation

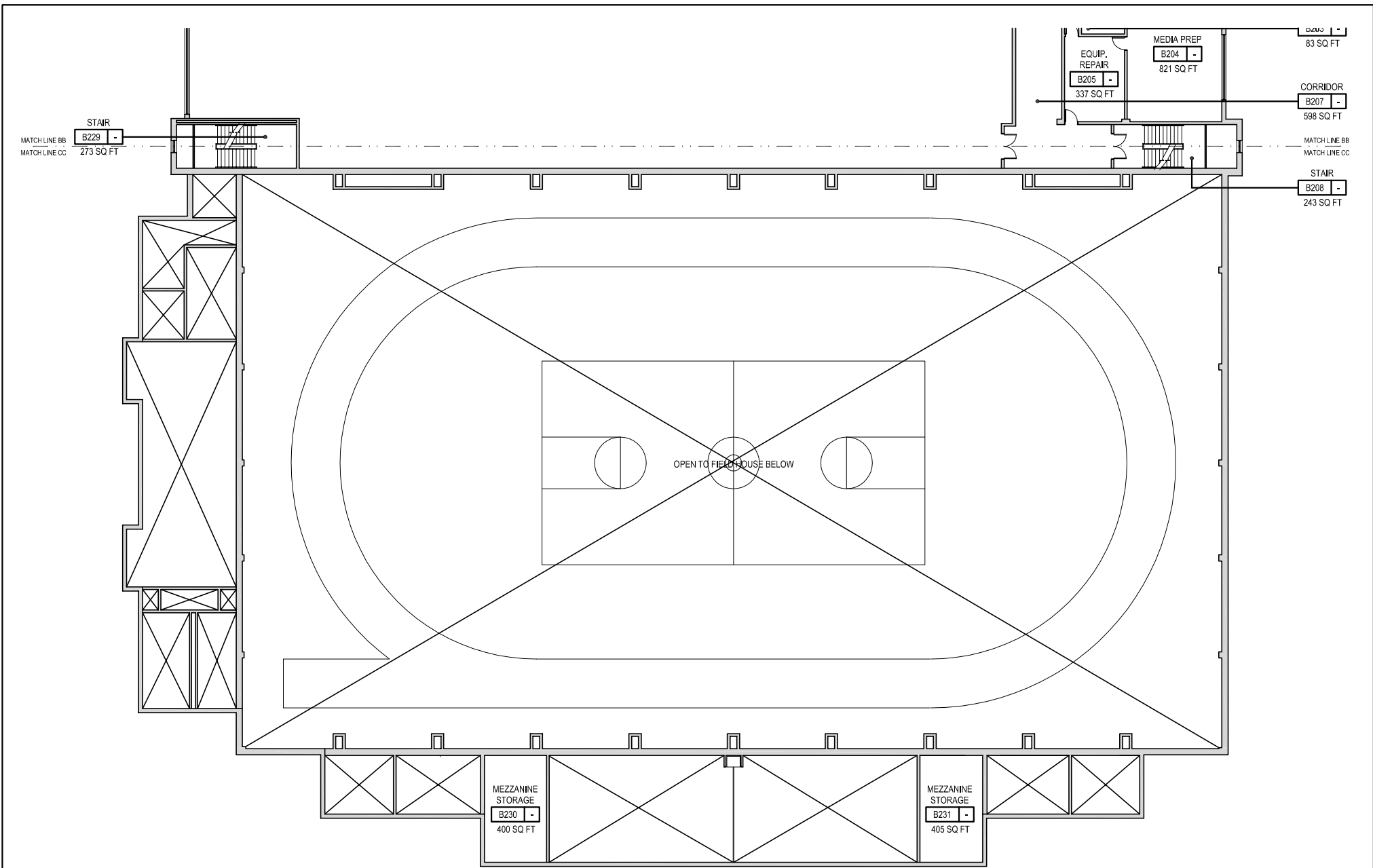


Second Floor Plan - Section AA

Former Everett High School
548 Broadway, Everett, MA 02149
Scale: 1/32" = 1'-0"

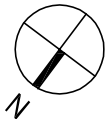
Hard Joint Pipe Fittings Hidden Above Ceilings
and Inside Wet Walls Throughout





Second Floor Plan - Section CC

Former Everett High School
 548 Broadway, Everett, MA 02149
 Scale: 1/32" = 1'-0"



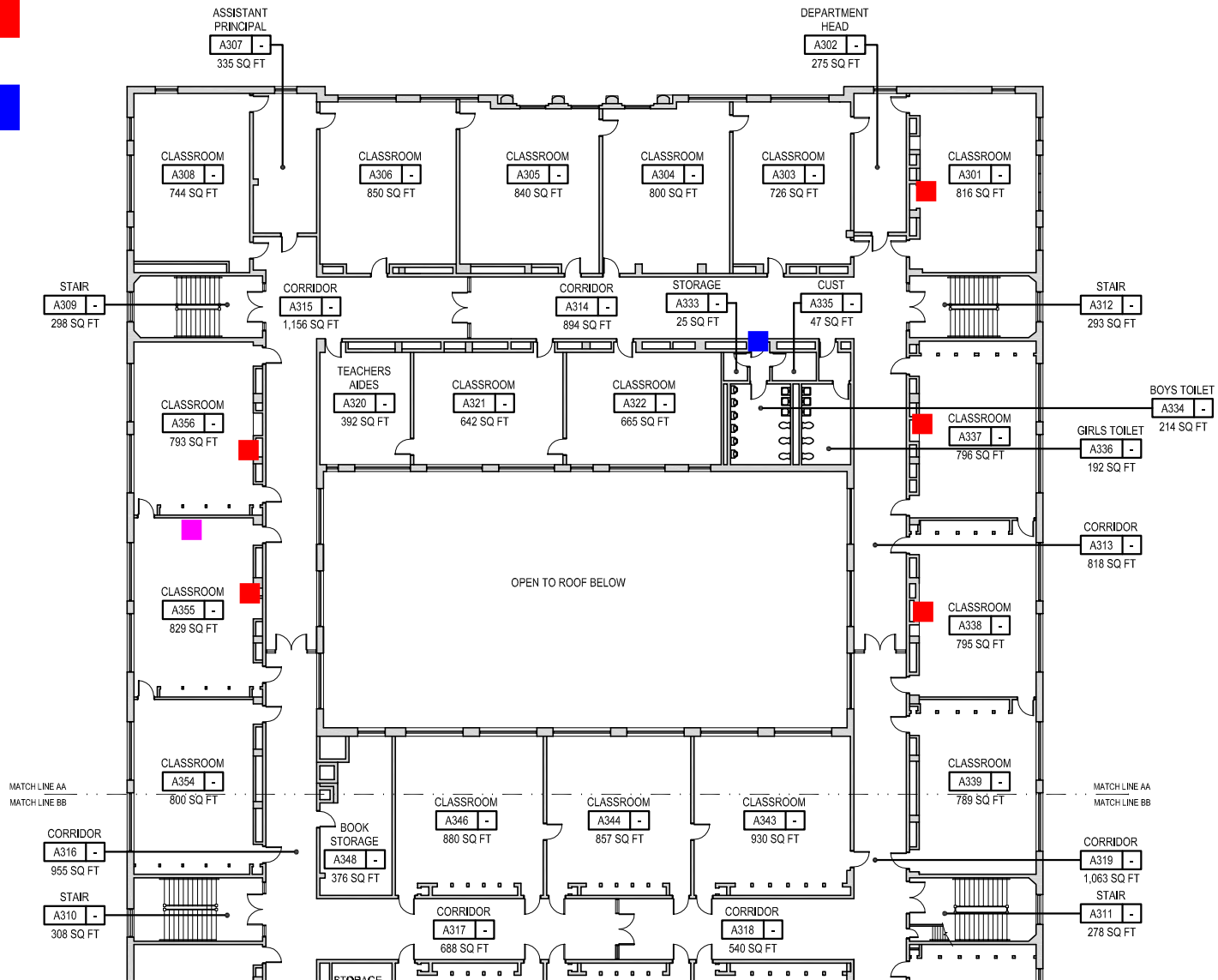
Sink Coating



Cabinet Door
Glass Glaze



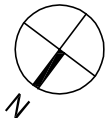
Interior Door
Glass Glaze



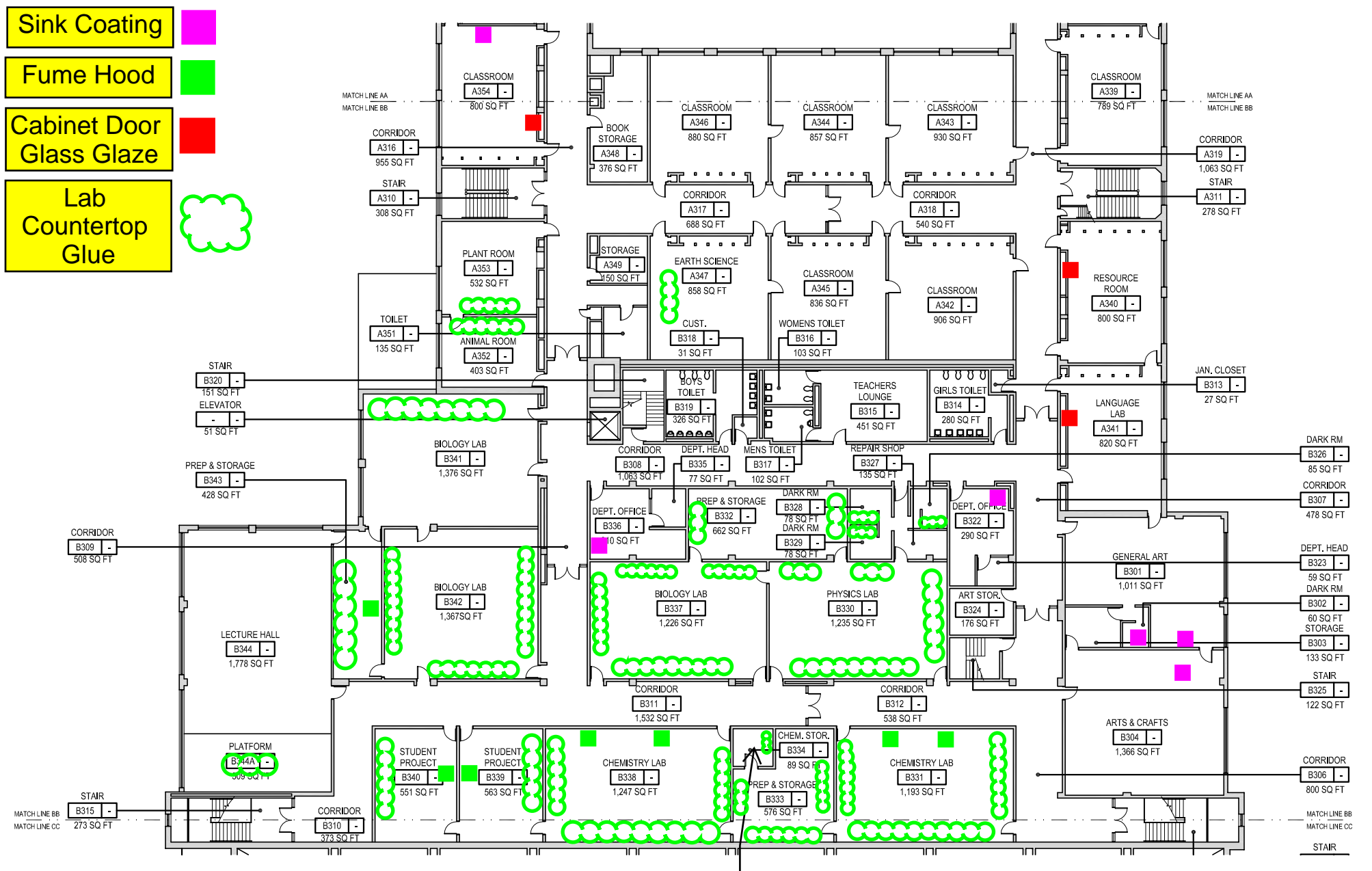
Third Floor Plan - Section AA

Former Everett High School
 548 Broadway, Everett, MA 02149
 Scale: 1/32" = 1'-0"

**Hard Joint Pipe Fittings Hidden Above Ceilings
 and Inside Wet Walls Throughout**



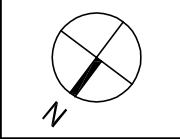
- Sink Coating**
- Fume Hood**
- Cabinet Door Glass Glaze**
- Lab Countertop Glue**

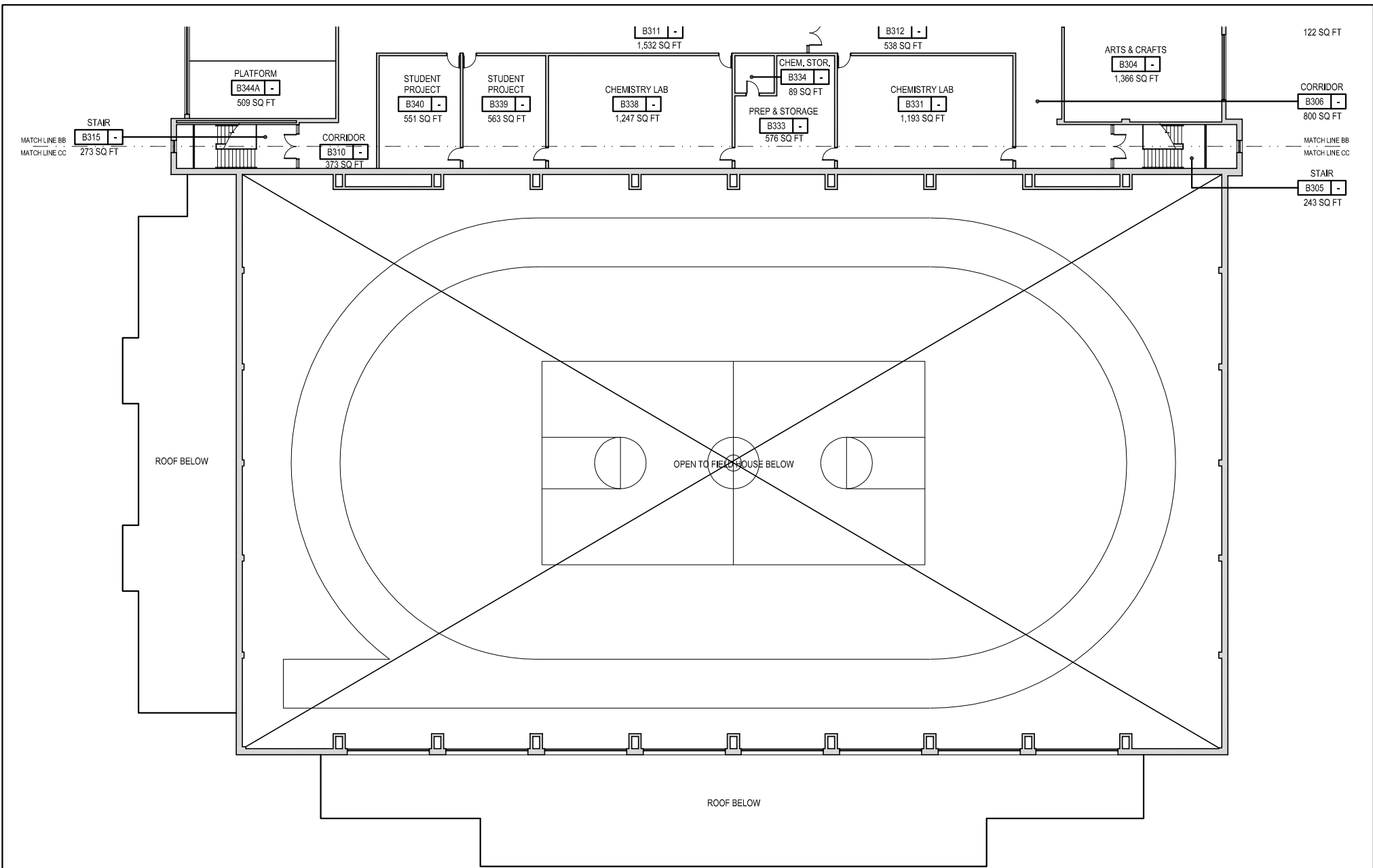


Third Floor Plan - Section BB

Former Everett High School
 548 Broadway, Everett, MA 02149
 Scale: 1/32" = 1'-0"

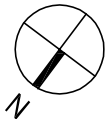
Hard Joint Pipe Fittings Hidden Above Ceilings
and Inside Wet Walls Throughout

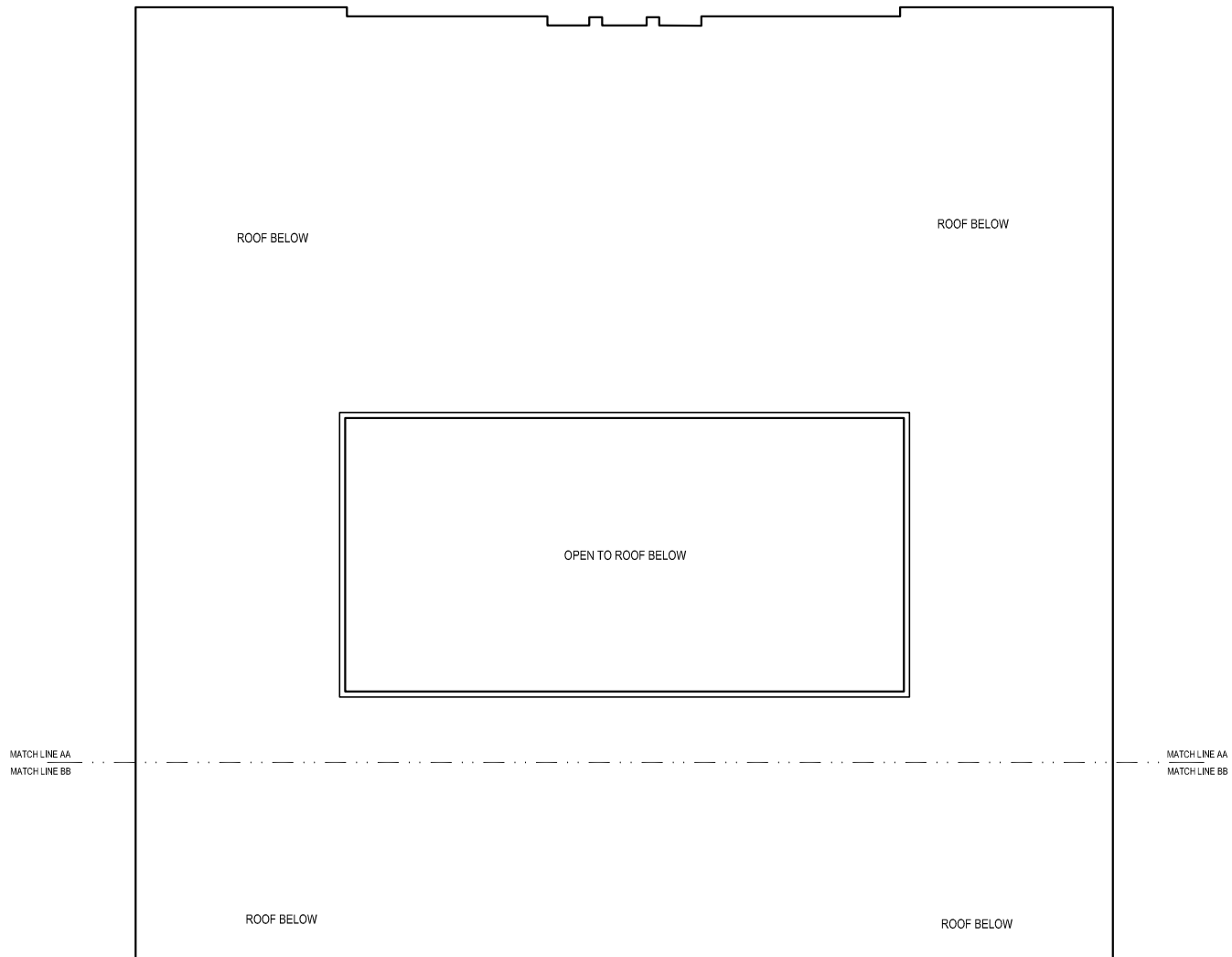




Third Floor Plan - Section CC

Former Everett High School
 548 Broadway, Everett, MA 02149
 Scale: 1/32" = 1'-0"





Fourth Floor Plan - Section AA

Former Everett High School
548 Broadway, Everett, MA 02149
Scale: 1/32" = 1'-0"



Sink Coating



MATCH LINE AA
MATCH LINE BB

MATCH LINE AA
MATCH LINE BB

ROOF BELOW

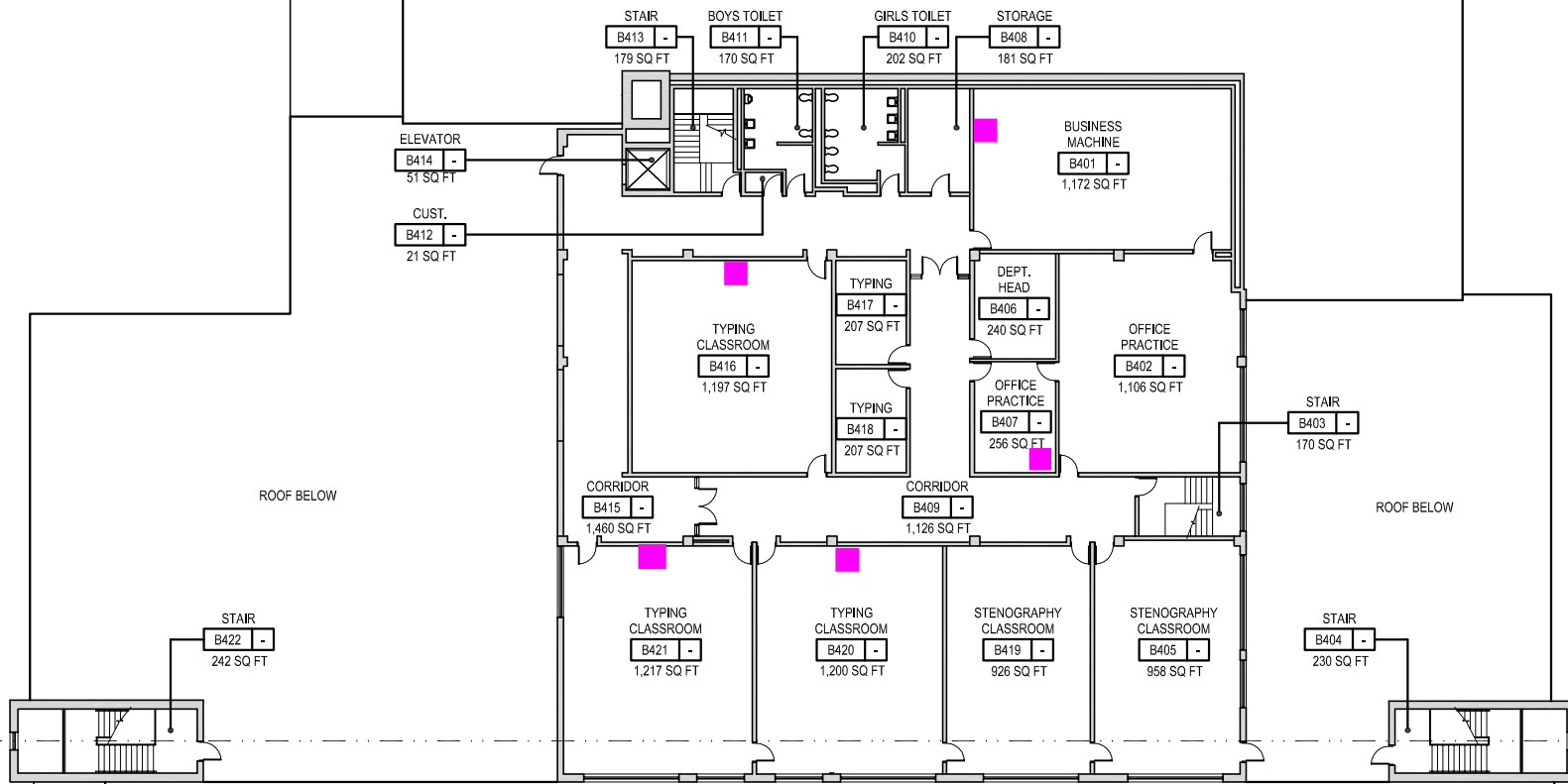
ROOF BELOW

ROOF BELOW

ROOF BELOW

MATCH LINE BB
MATCH LINE CC

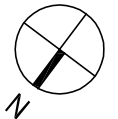
MATCH LINE BB
MATCH LINE CC

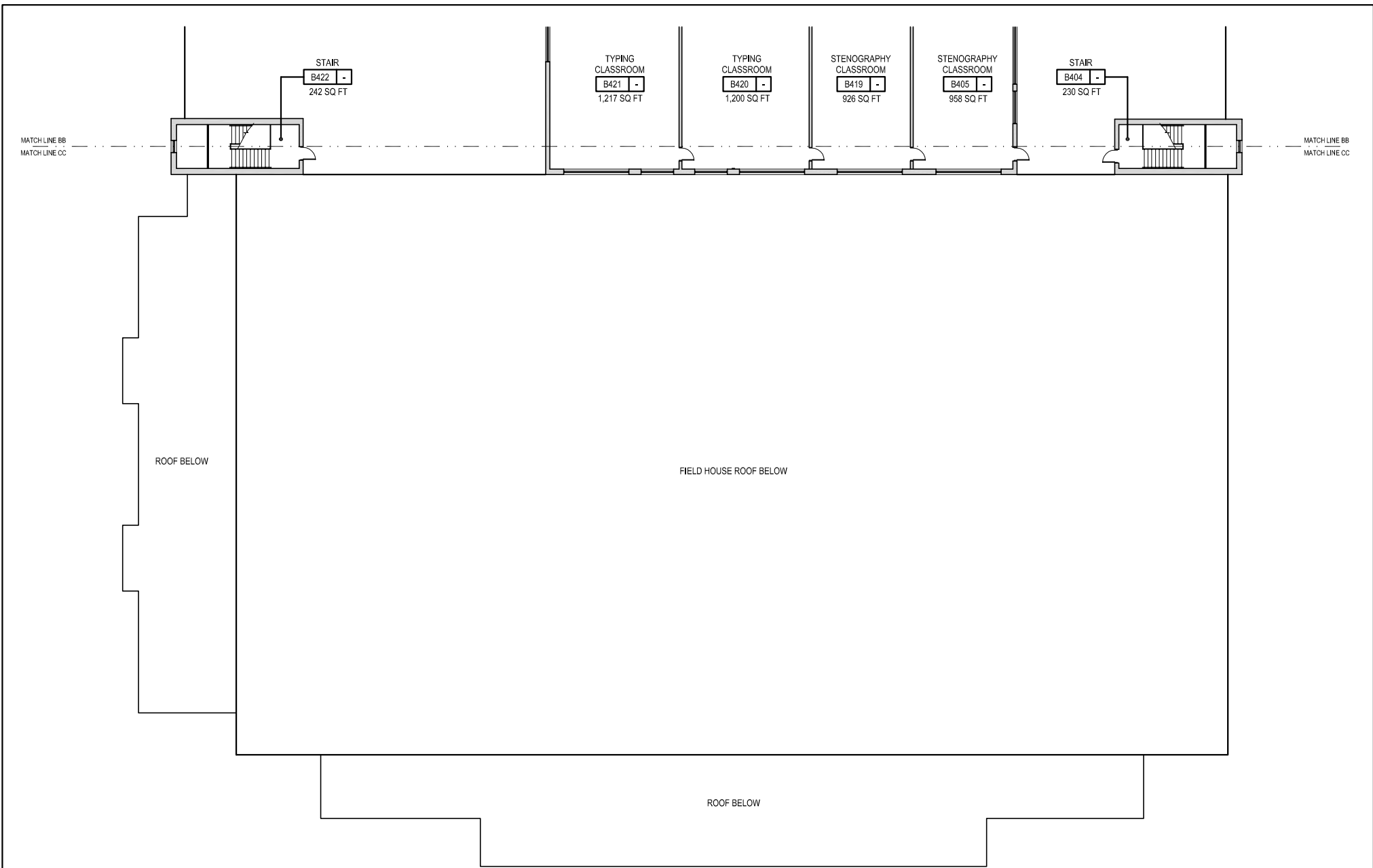


Fourth Floor Plan - Section BB

Former Everett High School
548 Broadway, Everett, MA 02149
Scale: 1/32" = 1'-0"

Hard Joint Pipe Fittings Hidden Above Ceilings
and Inside Wet Walls Throughout





Fourth Floor Plan - Section CC

Former Everett High School
 548 Broadway, Everett, MA 02149
 Scale: 1/32" = 1'-0"

