

IFB # 20-20

**SOLICITATION FOR: SCAT Building Window Replacement**



**CITY OF SOMERVILLE, MASSACHUSETTS**  
Joseph A. Curtatone, Mayor

Purchasing Department  
Angela M. Allen, Purchasing Director

**RELEASE DATE:** 10/9/2019  
**QUESTIONS DUE:** 10/16/2019 by 12PM EST  
**DUE DATE AND TIME:** 10/24/2019 by 2PM EST  
**PRE-BID MEETING DATE AND TIME:** 10/16/2019 at 10 AM EST

**DELIVER TO:**  
**City of Somerville**  
**Purchasing Department**  
**Attn:** Thupten Chukhatsang  
Procurement Analyst  
tchukhatsang@somervillema.gov  
**93 Highland Avenue**  
**Somerville, MA 02143**

**IFB # 20-20**  
**SCAT Building Window Replacement**

**Key Project Information**

Project Address	90 Union Square, Somerville, MA
Estimated Construction Cost	\$98,000.00
Anticipated Contract Award	10/25/2019
Date of Substantial Completion	05/31/2020
Date of Final Completion	06/30/2020
Est. Contract Commencement Date	11/15/2019
Est. Contract Completion Date	06/30/2020
Governing Bid Law	<b>MGL C. 149 (Vertical Construction)</b>
Wage Requirements	<b>State Prevailing Wages</b>
Payment Bond Requirements	<b>100% of Contract Value</b>
Performance Bond Requirements	<b>100% of Contract Value</b>
Liquidated Damages (\$ per Day)	<b>\$500.00</b>

**Managing Department Information**

Managing City Department	Capital Planning and Projects
Project Manager	Debora Mitrano
Project Manager Email	DMitrano@somervillema.gov

**Designer Information**

Designer Name	Russo Barr Associates, Inc.
Designer Address	55 Sixth Road Suite 6, Woburn MA 01801
Designer Specialty	<b>Engineering</b>
Designer Contact	Andrew N. Barr
Designer Contact Email	abarr@russobarr.com

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	Certificate of Signature Authority
	Reference Form (or equivalent may be attached)
	5% Bid Deposit
	Prevailing Wages Statement of Compliance Form
	DCAMM Certification and Update Statement – General Contractor for Doors & Windows
	OSHA Form
	Vulnerable Road Users Ordinance
	Responsible Employer Ordinance
	Acknowledgement of Addenda (if applicable)
Signed W9	
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# PART 1: INVITATION FOR BID DOCUMENTS

IFB # 20-20  
SCAT Building Window Replacement

## 1.1 General Instructions

Copies of the solicitation may be obtained from the Purchasing Department on and after 10/9/2019 per the below-noted City Hall hours of operation.

<b>Hall Hours of Operation:</b>	
Monday – Wednesday	8:30 a.m. and 4:30 p.m.
Thursday	8:30 a.m. to <b>7:30</b> p.m.
Friday	8:30 a.m. to <b>12:30</b> p.m.

### **All Responses Must be Sealed and Delivered To:**

Purchasing Department  
City of Somerville  
93 Highland Avenue  
Somerville, MA 02143

*It is the sole responsibility of the Offeror to ensure that the bid arrives on time at the designated place. Late bids will not be considered and will be rejected and returned.*

### **Bid Format:**

Submit one, original (1) sealed bid package; it must be marked with the solicitation title and number.

#### **BIDS SUBMITTED MUST BE AN ORIGINAL.**

**The completion of the following forms is necessary for consideration of a potential contract award. When submitting bid documents, please retain the order of documents as provided below:**

- 1) Form for General Bid
- 2) Bid Form for Alternates (if applicable)
- 3) Unit Price Form (if applicable)
- 4) Somerville Living Wage Form
- 5) Minimum Quality Requirements Form
- 6) Certificate of Non-Collusion & Tax Compliance
- 7) Certificate of Signature Authority
- 8) Reference Form
- 9) 5% Bid Deposit
- 10) Prevailing Wages Statement of Compliance Form
- 11) OSHA Form
- 12) DCAMM Certification and Update Statement – General Contractor for Doors & Windows

**If all required documents are not present, the bid may be deemed non-responsive and may result in disqualification of the bid unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.**

A complete Bid must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the proposal is firm for ninety (90) days. **An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.**

The Offeror's authorized official(s) must sign all required bid forms.

## 1.2 Bid Schedule

Key dates for this Invitation for Bids:	
IFB Issued	10/9/2019
Deadline for Submitting Questions to IFB	10/16/2019 by <b>12PM EST</b>
Bids Due	10/24/2019 by <b>2PM EST</b>
Anticipated Contract Award	10/25/2019
Est. Contract Commencement Date	11/15/2019
Est. Contract Completion Date	06/30/2020

<p><b>Responses must be delivered by 10/24/2019 by 2PM EST to:</b></p>	<p>City of Somerville  Purchasing Department  Attn: Thupten Chukhatsang  93 Highland Avenue  Somerville, MA 02143</p>
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## 1.3 Submission Instructions

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

Contents of Sealed Bid Package	Marked As
<p><b>Envelope 1: Sealed Bid:</b> Shall Include (1) original and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]</p>	<p><b>To Be Marked:</b> IFB # 20-20 SCAT Building Window Replacement</p>
<p><b>Please send the complete sealed package to the attention of :</b></p>	<p>Thupten Chukhatsang  Procurement Analyst  Purchasing Department  Somerville City Hall  93 Highland Avenue  Somerville, MA 02143</p>

## Bid Format

Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered (and with consecutive page numbering across tabs). **In an effort to reduce waste, please DO NOT USE 3-RING BINDERS.**

*Elaborate format and binding are neither necessary nor desirable.*

## Qualifications & Experience

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

## References

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

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

## 1.4 Questions

**Questions are due: 10/16/2019 by 12PM EST**

**Questions concerning this solicitation must be delivered in writing to:**

Thupten Chukhatsang  
Procurement Analyst  
Somerville City Hall  
Purchasing Department  
93 Highland Avenue  
Somerville, MA 02143

**Or emailed to:**

tchukhatsang@somervillema.gov

**Or faxed to:**

617-625-1344

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

<http://www.somervillema.gov/departments/finance/purchasing/bids>.

**Any bidders that contact City personnel outside of the Purchasing Department regarding this bid may be disqualified.**

## 1.5 General Terms

### Estimated Quantities

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

### Bid Signature

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

### Time for Bid Acceptance and City Contract Requirements

The contract will be awarded within 90 days after the bid opening. The time for award may be extended for up to 45

additional days by mutual agreement between the City of Somerville and the Offeror that is most advantageous and responsible. The Offeror’s submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed, or this solicitation is canceled, whichever occurs first. The Offeror will be required to sign a standard City contract per the City’s general terms included herein as Appendix A.

**Holidays are as follows:**

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

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

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

**Unforeseen Office Closure**

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

**Changes & Addenda**

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

**Modification or Withdrawal of Bids, Mistakes, and Minor Informalities**

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

**Right to Cancel/Reject Bids**

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

## **Unbalanced Bids**

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

## **Brand Name “or Equal”**

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

## **Electronic Funds Transfer (EFT)**

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

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

## **Project Schedule**

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

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

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

## **Sales Tax Exemption**

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

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

DPW permits to obstruct or excavate the public streets and/or sidewalks; ISD building code permits; and Traffic and Parking permits; are waived by the City of Somerville. However, license fees are not waived by the City of Somerville. The Contractor shall pay all license fees (e.g., drain layer’s license fee). The City of Somerville Traffic and Parking Department must be contacted directly for all required permits. The vendor must also provide the City of Somerville Traffic and Parking Department with a traffic management plan, prior to the start of all work.

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

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

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

*The following utility companies must be notified in writing:*

<b>M.B.T.A. Engineering and Maintenance Division</b> <b>617-722-5454</b> Attn: Chief Engineer 500 Arborway Jamaica Plain, MA 02130	<b>M.W.R.A. Sewer Division</b> <b>617-242-6000</b> 100 First Avenue Charlestown Navy Yard Boston, MA 02129	<b>M.W.R.A. Water Division</b> <b>617-242-6000</b> 100 First Avenue Charlestown Navy Yard Boston, MA 02129
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*The following utility companies must be notified in writing or through Dig-Safe:*

<b>Algonquin Gas Transmission Corp.</b> <b>617-254-4050</b> Manager of Land and Public Relations 1284 Soldiers Field Road Brighton, MA 02135	<b>Verizon</b> <b>781-290-5154</b> 460 Totten Pond Road Waltham, MA 02154	<b>Boston Edison</b> <b>617-541-5730</b> Right of Way 1165 Massachusetts Avenue Dorchester, MA 02125
<b>Boston Gas Company</b> <b>617-323-9210</b> 201 Rivermoor Street West Roxbury, MA 02132	<b>EVERSOURCE</b> <b>617-497-1236, x4195</b> 46 Blackstone Street Somerville, MA 02139	<b>EVERSOURCE Steam</b> <b>617-225-4568</b> Attn: Supervisor of Maintenance 265 First Street Somerville, MA 02142
<b>EVERSOURCE Gas</b> <b>617-369-5591</b> 303 Third Street Somerville, MA 02142	<b>A T &amp; T Broadband</b> <b>981-658-0400</b> 760 Main Street Malden, MA 01887	<b>Somerville Public Works Dept.</b> <b>617-625-6600, x5200</b> One Franey Road Somerville, MA 02145
<b>Somerville Fire Department</b> <b>617-625-6600, x8100</b> 266 Broadway Somerville, MA 02143	<b>Dig-Safe</b> <b>1-800-322-4844</b>	

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

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

**Schedule of Values**

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

**5% Bid Guaranty**

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

**Prevailing Wage Rate Requirements**

The contractor shall pay Mass. Prevailing Wage Rates. The applicable prevailing wage rates are attached as part of this bid package and will be included in the resulting contract. Notwithstanding anything to the contrary, the City may, in its

sole discretion withhold payment unless the City has in its possession payroll records that are complete, accurate, and current as of the date of said application for payment. A signed Compliance Form must be included with the bid package (form included).

**a) The Contractor shall:**

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

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

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

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

### **Reservation of Rights**

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

### **Maintenance Manual and As-Built Drawing Requirements**

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

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

**Police Details**

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

**Period of Performance**

The period of performance for this contract begins on or about 11/15/2019 and ends on or about 06/30/2020. If applicable, optional renewal years may be exercised by the sole discretion of the City (see cover page for anticipated contract term).

**Place of Performance**

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

**Vendor Conduct**

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

**Vendor Personnel**

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

**Confidentiality**

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

IFB # 20-20  
**SECTION 2.0**  
**RULE FOR AWARD /**  
**PROJECT INFORMATION**

**2.1 Rule For Award**

The contract shall be awarded to the responsible and eligible Bidder submitting the lowest total price. The City reserves the right to determine the lowest eligible bidder on the basis of the base bid or the adoption of the Add Alternate, selected in order, and in combination with the base bid. (For example: Base Bid, Base Bid + Alternate 1). The contract will be awarded within ninety (90) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder.

**2.2 Background**

<b>Project Information</b>	
<b>Managing City Department:</b>	Capital Planning and Projects
<b>Project Manager:</b>	Debora Mitrano
<b>Project Manager Email:</b>	DMitrano@somervillema.gov
<b>Designer:</b>	Russo Barr Associates, Inc.
<b>Designer Contact:</b>	Andrew N. Barr
<b>Project Address:</b>	90 Union Square, Somerville, MA
<b>Brief Project Description:</b>	The project scope consists the removal and replacement of various windows at the first floor (BASE BID) and second floor (ALTERNATE NO. 1) of the Somerville Cable Access Television (SCAT) building, located at 90 Union Square. Note: All work designated to be completed on the first floor shall be BASE BID work, and all work designated to be completed on the 2nd floor shall be ALTERNATE NO. 1 work.
<b>Estimated Project Cost:</b>	\$98,000.00
<b>Project Schedule</b>	
<b>Estimated Award Date:</b>	10/25/2019
<b>Estimated Start Date:</b>	11/15/2019
<b>Date of Substantial Completion:</b>	05/31/2020
<b>Date of Final Completion:</b>	06/30/2020

IFB # 20-20

## SECTION 3.0

SCAT Building Window Replacement  
**REQUIRE BID FORMS /  
BIDDERS' CHECKLIST**

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

### **Required with Sealed Bids**

	Signed Cover Letter
	Form for General Bid
	Bid Form for Alternates (if applicable)
	Unit Price Form (if applicable)
	Somerville Living Wage Form
	Minimum Quality Requirements Form
	Certificate of Non-Collusion & Tax Compliance
	Certificate of Signature Authority
	Reference Form (or equivalent may be attached)
	5% Bid Deposit
	Prevailing / Davis Bacon Wages Statement of Compliance Form
	DCAMM Certification and Update Statement – General Contractor for Doors & Windows
	OSHA Form
	Vulnerable Road Users Ordinance
	Responsible Employer Ordinance
	Acknowledgement of Addenda (if applicable)
	Signed W9

### **Required with Contract, *Post Award***

	Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)
	Insurance Specifications (will be required of awarded Vendor; furnish sample certificate with bid, if possible)
	Statement of Management (if applicable)
	Performance Bond (100% of Contract Amount)
	Payment Bond (100% of Contract Amount)

## Minimum Quality Requirements Form

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

QUALITY REQUIREMENTS		YES	NO
1.	Is the General Contractor DCAMM certified as a General Contractor in the category of Doors & Windows?		
2.	Can the contractor certify that all employees to be provided have successfully completed at least 10 hours of OSHA approved training in Construction Safety and Health?		
3.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional minority designations may be submitted by attaching supporting documentation.		

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



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

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

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

**Definition of “Living Wage”:** For this contract or subcontract, as of **7/1/2019** “Living Wage” shall be deemed to be an hourly wage of no less than **\$15.00** per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

**CERTIFICATIONS**

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

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\* Copies of the Ordinance are available upon request to the Purchasing Department.

Form:\_\_\_\_  
Contract Number:\_\_\_\_\_

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

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

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

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

**CERTIFIED BY:**

**Signature:** \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

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

**Name of Vendor:** \_\_\_\_\_

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

**INSTRUCTIONS: PLEASE POST**

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

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

The Living Wage as of **7/1/2019** is **\$15.00** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

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



**Non-Collusion Form and Tax Compliance Certification**

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

**A. NON-COLLUSION FORM**

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

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

**Signature:** \_\_\_\_\_  
**(Individual Submitted Bid or Proposal)**  
**Duly Authorized**

**Name of Business or Entity:** \_\_\_\_\_

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

**B. TAX COMPLIANCE CERTIFICATION**

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

**Signature:** \_\_\_\_\_  
**(Duly Authorized Representative of Vendor)**

**Name of Business or Entity:** \_\_\_\_\_

**Social Security Number or Federal Tax ID#:** \_\_\_\_\_

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



**Certificate of Authority  
(Corporations Only)**

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

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

\_\_\_\_\_  
**(Insert Full Name of Corporation)**

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

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

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

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

\_\_\_\_\_  
**(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)**

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

4. **ATTEST:**

**Signature:** \_\_\_\_\_  
**(Clerk or Secretary)**

**AFFIX CORPORATE SEAL HERE**

**Printed Name:** \_\_\_\_\_

**Printed Title:** \_\_\_\_\_

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

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



**Certificate of Authority  
(Limited Liability Companies Only)**

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

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

\_\_\_\_\_  
**(Complete Name of Limited Liability Company)**

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

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

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

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

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

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

5. **Signature:**\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Title:**\_\_\_\_\_

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

**REFERENCE FORM**

Bidder: \_\_\_\_\_

**BID#/ Title:** \_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

## WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at [www.mass.gov/dols/pw](http://www.mass.gov/dols/pw) and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

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

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

### STATEMENT OF COMPLIANCE

\_\_\_\_\_, 20\_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of signatory party) (Title)

do hereby state:

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

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_





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

**Prevailing Wage Rates**

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

CHARLES D. BAKER  
Governor

ROSALIN ACOSTA  
Secretary

KARYN E. POLITO  
Lt. Governor

WILLIAM D MCKINNEY  
Director

**Awarding Authority:** City of Somerville  
**Contract Number:** IFB 20-20 **City/Town:** SOMERVILLE  
**Description of Work:** SCAT Building Window Replacement  
**Job Location:** 90 Union Square

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2019	\$35.35	\$12.41	\$12.70	\$0.00	\$60.46
	12/01/2019	\$35.35	\$12.41	\$13.72	\$0.00	\$61.48
	06/01/2020	\$36.25	\$12.41	\$13.72	\$0.00	\$62.38
	08/01/2020	\$36.25	\$12.91	\$13.72	\$0.00	\$62.88
	12/01/2020	\$36.25	\$12.91	\$14.82	\$0.00	\$63.98
	06/01/2021	\$37.05	\$12.91	\$14.82	\$0.00	\$64.78
	08/01/2021	\$37.05	\$13.41	\$14.82	\$0.00	\$65.28
	12/01/2021	\$37.05	\$13.41	\$16.01	\$0.00	\$66.47
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2019	\$35.42	\$12.41	\$12.70	\$0.00	\$60.53
	12/01/2019	\$35.42	\$12.41	\$13.72	\$0.00	\$61.55
	06/01/2020	\$36.32	\$12.41	\$13.72	\$0.00	\$62.45
	08/01/2020	\$36.32	\$12.91	\$13.72	\$0.00	\$62.95
	12/01/2020	\$36.32	\$12.91	\$14.82	\$0.00	\$64.05
	06/01/2021	\$37.12	\$12.91	\$14.82	\$0.00	\$64.85
	08/01/2021	\$37.12	\$13.41	\$14.82	\$0.00	\$65.35
	12/01/2021	\$37.12	\$13.41	\$16.01	\$0.00	\$66.54
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2019	\$35.54	\$12.41	\$12.70	\$0.00	\$60.65
	12/01/2019	\$35.54	\$12.41	\$13.72	\$0.00	\$61.67
	06/01/2020	\$36.44	\$12.41	\$13.72	\$0.00	\$62.57
	08/01/2020	\$36.44	\$12.91	\$13.72	\$0.00	\$63.07
	12/01/2020	\$36.44	\$12.91	\$14.82	\$0.00	\$64.17
	06/01/2021	\$37.24	\$12.91	\$14.82	\$0.00	\$64.97
	08/01/2021	\$37.24	\$13.41	\$14.82	\$0.00	\$65.47
	12/01/2021	\$37.24	\$13.41	\$16.01	\$0.00	\$66.66
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2019	\$39.90	\$7.85	\$15.85	\$0.00	\$63.60
	12/01/2019	\$40.90	\$7.85	\$15.85	\$0.00	\$64.60
	06/01/2020	\$41.89	\$7.85	\$15.85	\$0.00	\$65.59
	12/01/2020	\$42.87	\$7.85	\$15.85	\$0.00	\$66.57
	06/01/2021	\$43.89	\$7.85	\$15.85	\$0.00	\$67.59
	12/01/2021	\$44.90	\$7.85	\$15.85	\$0.00	\$68.60
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	06/01/2019	\$36.00	\$12.50	\$8.85	\$0.00	\$57.35
	12/01/2019	\$37.00	\$12.50	\$8.85	\$0.00	\$58.35
	06/01/2020	\$38.00	\$12.50	\$8.85	\$0.00	\$59.35
	12/01/2020	\$39.00	\$12.50	\$8.85	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	06/01/2019	\$39.40	\$7.85	\$15.85	\$0.00	\$63.10
	12/01/2019	\$40.40	\$7.85	\$15.85	\$0.00	\$64.10
	06/01/2020	\$41.39	\$7.85	\$15.85	\$0.00	\$65.09
	12/01/2020	\$42.37	\$7.85	\$15.85	\$0.00	\$66.07
	06/01/2021	\$43.39	\$7.85	\$15.85	\$0.00	\$67.09
	12/01/2021	\$44.40	\$7.85	\$15.85	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	06/01/2019	\$39.40	\$7.85	\$15.85	\$0.00	\$63.10
	12/01/2019	\$40.40	\$7.85	\$15.85	\$0.00	\$64.10
	06/01/2020	\$41.39	\$7.85	\$15.85	\$0.00	\$65.09
	12/01/2020	\$42.37	\$7.85	\$15.85	\$0.00	\$66.07
	06/01/2021	\$43.39	\$7.85	\$15.85	\$0.00	\$67.09
	12/01/2021	\$44.40	\$7.85	\$15.85	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	06/01/2019	\$39.90	\$7.85	\$15.85	\$0.00	\$63.60
	12/01/2019	\$40.90	\$7.85	\$15.85	\$0.00	\$64.60
	06/01/2020	\$41.89	\$7.85	\$15.85	\$0.00	\$65.59
	12/01/2020	\$42.87	\$7.85	\$15.85	\$0.00	\$66.57
	06/01/2021	\$43.89	\$7.85	\$15.85	\$0.00	\$67.59
	12/01/2021	\$44.90	\$7.85	\$15.85	\$0.00	\$68.60
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

**Classification**

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

**Apprentice - BOILERMAKER - Local 29**

**Effective Date - 01/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
2	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
3	70	\$31.30	\$7.07	\$12.40	\$0.00	\$50.77
4	75	\$33.53	\$7.07	\$13.30	\$0.00	\$53.90
5	80	\$35.77	\$7.07	\$14.18	\$0.00	\$57.02
6	85	\$38.00	\$7.07	\$15.07	\$0.00	\$60.14
7	90	\$40.24	\$7.07	\$15.95	\$0.00	\$63.26
8	95	\$42.47	\$7.07	\$16.84	\$0.00	\$66.38

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

**Notes:**

**Apprentice to Journeyworker Ratio:1:4**

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2019	\$54.40	\$10.75	\$21.30	\$0.00	\$86.45
BRICKLAYERS LOCAL 3 (BOSTON)	02/01/2020	\$55.04	\$10.75	\$21.30	\$0.00	\$87.09
	08/01/2020	\$56.39	\$10.75	\$21.45	\$0.00	\$88.59
	02/01/2021	\$57.03	\$10.75	\$21.45	\$0.00	\$89.23
	08/01/2021	\$58.43	\$10.75	\$21.61	\$0.00	\$90.79
	02/01/2022	\$59.02	\$10.75	\$21.61	\$0.00	\$91.38

**Classification**

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

**Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Boston**

**Effective Date - 08/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.20	\$10.75	\$21.30	\$0.00	\$59.25
2	60	\$32.64	\$10.75	\$21.30	\$0.00	\$64.69
3	70	\$38.08	\$10.75	\$21.30	\$0.00	\$70.13
4	80	\$43.52	\$10.75	\$21.30	\$0.00	\$75.57
5	90	\$48.96	\$10.75	\$21.30	\$0.00	\$81.01

**Effective Date - 02/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.52	\$10.75	\$21.30	\$0.00	\$59.57
2	60	\$33.02	\$10.75	\$21.30	\$0.00	\$65.07
3	70	\$38.53	\$10.75	\$21.30	\$0.00	\$70.58
4	80	\$44.03	\$10.75	\$21.30	\$0.00	\$76.08
5	90	\$49.54	\$10.75	\$21.30	\$0.00	\$81.59

**Notes:**

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**Apprentice to Journeyworker Ratio:1:5**

<b>BULLDOZER/GRADER/SCRAPER</b>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
<i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

<b>CAISSON &amp; UNDERPINNING BOTTOM MAN</b>	06/01/2019	\$40.25	\$7.85	\$16.05	\$0.00	\$64.15
<i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2019	\$41.25	\$7.85	\$16.05	\$0.00	\$65.15
	06/01/2020	\$42.24	\$7.85	\$16.05	\$0.00	\$66.14
	12/01/2020	\$43.22	\$7.85	\$16.05	\$0.00	\$67.12
	06/01/2021	\$44.24	\$7.85	\$16.05	\$0.00	\$68.14
	12/01/2021	\$45.25	\$7.85	\$16.05	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

<b>CAISSON &amp; UNDERPINNING LABORER</b>	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
<i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00
	For apprentice rates see "Apprentice- LABORER"					
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2019	\$39.40	\$7.85	\$15.85	\$0.00	\$63.10
	12/01/2019	\$40.40	\$7.85	\$15.85	\$0.00	\$64.10
	06/01/2020	\$41.39	\$7.85	\$15.85	\$0.00	\$65.09
	12/01/2020	\$42.37	\$7.85	\$15.85	\$0.00	\$66.07
	06/01/2021	\$43.39	\$7.85	\$15.85	\$0.00	\$67.09
	12/01/2021	\$44.40	\$7.85	\$15.85	\$0.00	\$68.10
	For apprentice rates see "Apprentice- LABORER"					
CARPENTER <i>CARPENTERS -ZONE 1 (Metro Boston)</i>	09/01/2019	\$49.79	\$9.40	\$18.95	\$0.00	\$78.14
	03/01/2020	\$50.64	\$9.40	\$18.95	\$0.00	\$78.99
	09/01/2020	\$51.54	\$9.40	\$18.95	\$0.00	\$79.89
	03/01/2021	\$52.39	\$9.40	\$18.95	\$0.00	\$80.74
	09/01/2021	\$53.29	\$9.40	\$18.95	\$0.00	\$81.64
	03/01/2022	\$54.14	\$9.40	\$18.95	\$0.00	\$82.49
	09/01/2022	\$55.04	\$9.40	\$18.95	\$0.00	\$83.39
	03/01/2023	\$55.89	\$9.40	\$18.95	\$0.00	\$84.24

**Classification**

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

**Apprentice - CARPENTER - Zone 1 Metro Boston**

**Effective Date - 09/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.90	\$9.40	\$1.73	\$0.00	\$36.03
2	60	\$29.87	\$9.40	\$1.73	\$0.00	\$41.00
3	70	\$34.85	\$9.40	\$13.76	\$0.00	\$58.01
4	75	\$37.34	\$9.40	\$13.76	\$0.00	\$60.50
5	80	\$39.83	\$9.40	\$15.49	\$0.00	\$64.72
6	80	\$39.83	\$9.40	\$15.49	\$0.00	\$64.72
7	90	\$44.81	\$9.40	\$17.22	\$0.00	\$71.43
8	90	\$44.81	\$9.40	\$17.22	\$0.00	\$71.43

**Effective Date - 03/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.32	\$9.40	\$1.73	\$0.00	\$36.45
2	60	\$30.38	\$9.40	\$1.73	\$0.00	\$41.51
3	70	\$35.45	\$9.40	\$13.76	\$0.00	\$58.61
4	75	\$37.98	\$9.40	\$13.76	\$0.00	\$61.14
5	80	\$40.51	\$9.40	\$15.49	\$0.00	\$65.40
6	80	\$40.51	\$9.40	\$15.49	\$0.00	\$65.40
7	90	\$45.58	\$9.40	\$17.22	\$0.00	\$72.20
8	90	\$45.58	\$9.40	\$17.22	\$0.00	\$72.20

**Notes:**  
 % Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
 Step 1&2 \$33.54/ 3&4 \$40.18/ 5&6 \$59.74/ 7&8 \$66.45

**Apprentice to Journeyworker Ratio:1:5**

CARPENTER WOOD FRAME CARPENTERS -ZONE 1 (Wood Frame)	10/01/2019	\$32.97	\$7.07	\$7.86	\$0.00	\$47.90
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All Aspects of New Wood Frame Work

**Apprentice - CARPENTER (Wood Frame) - Zone 1**

**Effective Date - 10/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.78	\$7.07	\$0.00	\$0.00	\$26.85
2	60	\$19.78	\$7.07	\$0.00	\$0.00	\$26.85
3	65	\$21.43	\$7.07	\$7.86	\$0.00	\$36.36
4	70	\$23.08	\$7.07	\$7.86	\$0.00	\$38.01
5	75	\$24.73	\$7.07	\$7.86	\$0.00	\$39.66
6	80	\$26.38	\$7.07	\$7.86	\$0.00	\$41.31
7	85	\$28.02	\$7.07	\$7.86	\$0.00	\$42.95
8	90	\$29.67	\$7.07	\$7.86	\$0.00	\$44.60

**Notes:**

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
Step 1&2 \$21.91/ 3&4 \$29.95/ 5&6 \$38.01/ 7&8 \$41.31

**Apprentice to Journeyworker Ratio:1:5**

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (BOSTON)	07/01/2019	\$47.67	\$12.75	\$22.41	\$0.62	\$83.45
	01/01/2020	\$49.07	\$12.75	\$22.41	\$0.62	\$84.85

**Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Boston)**

**Effective Date - 07/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.84	\$12.75	\$15.41	\$0.00	\$52.00
2	60	\$28.60	\$12.75	\$17.41	\$0.62	\$59.38
3	65	\$30.99	\$12.75	\$18.41	\$0.62	\$62.77
4	70	\$33.37	\$12.75	\$19.41	\$0.62	\$66.15
5	75	\$35.75	\$12.75	\$20.41	\$0.62	\$69.53
6	80	\$38.14	\$12.75	\$21.41	\$0.62	\$72.92
7	90	\$42.90	\$12.75	\$22.41	\$0.62	\$78.68

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$12.75	\$15.41	\$0.00	\$52.70
2	60	\$29.44	\$12.75	\$17.41	\$0.62	\$60.22
3	65	\$31.90	\$12.75	\$18.41	\$0.62	\$63.68
4	70	\$34.35	\$12.75	\$19.41	\$0.62	\$67.13
5	75	\$36.80	\$12.75	\$20.41	\$0.62	\$70.58
6	80	\$39.26	\$12.75	\$21.41	\$0.62	\$74.04
7	90	\$44.16	\$12.75	\$22.41	\$0.62	\$79.94

**Notes:**

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

**Apprentice to Journeyworker Ratio:1:3**

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
CHAIN SAW OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2019	\$39.40	\$7.85	\$15.85	\$0.00	\$63.10
	12/01/2019	\$40.40	\$7.85	\$15.85	\$0.00	\$64.10
	06/01/2020	\$41.39	\$7.85	\$15.85	\$0.00	\$65.09
	12/01/2020	\$42.37	\$7.85	\$15.85	\$0.00	\$66.07
	06/01/2021	\$43.39	\$7.85	\$15.85	\$0.00	\$67.09
	12/01/2021	\$44.40	\$7.85	\$15.85	\$0.00	\$68.10
	For apprentice rates see "Apprentice- LABORER"					
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$49.18	\$12.00	\$15.60	\$0.00	\$76.78
	12/01/2019	\$50.33	\$12.00	\$15.60	\$0.00	\$77.93
	06/01/2020	\$51.43	\$12.00	\$15.60	\$0.00	\$79.03
	12/01/2020	\$52.58	\$12.00	\$15.60	\$0.00	\$80.18
	06/01/2021	\$53.68	\$12.00	\$15.60	\$0.00	\$81.28
	12/01/2021	\$54.83	\$12.00	\$15.60	\$0.00	\$82.43
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 1</i>	07/01/2019	\$50.66	\$8.20	\$21.45	\$0.00	\$80.31
	01/01/2020	\$50.96	\$8.20	\$22.10	\$0.00	\$81.26
	07/01/2020	\$52.06	\$8.20	\$22.10	\$0.00	\$82.36
	01/01/2021	\$53.16	\$8.20	\$22.10	\$0.00	\$83.46

**Classification**

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

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 07/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.33	\$8.20	\$0.00	\$0.00	\$33.53
2	55	\$27.86	\$8.20	\$5.78	\$0.00	\$41.84
3	60	\$30.40	\$8.20	\$6.30	\$0.00	\$44.90
4	65	\$32.93	\$8.20	\$6.83	\$0.00	\$47.96
5	70	\$35.46	\$8.20	\$18.30	\$0.00	\$61.96
6	75	\$38.00	\$8.20	\$18.83	\$0.00	\$65.03
7	80	\$40.53	\$8.20	\$19.35	\$0.00	\$68.08
8	90	\$45.59	\$8.20	\$20.40	\$0.00	\$74.19

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.48	\$8.20	\$0.00	\$0.00	\$33.68
2	55	\$28.03	\$8.20	\$5.94	\$0.00	\$42.17
3	60	\$30.58	\$8.20	\$6.48	\$0.00	\$45.26
4	65	\$33.12	\$8.20	\$7.02	\$0.00	\$48.34
5	70	\$35.67	\$8.20	\$18.51	\$0.00	\$62.38
6	75	\$38.22	\$8.20	\$19.05	\$0.00	\$65.47
7	80	\$40.77	\$8.20	\$19.59	\$0.00	\$68.56
8	90	\$45.86	\$8.20	\$20.67	\$0.00	\$74.73

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

DEMO: ADZEMAN LABORERS - ZONE 1	06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
	12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	06/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
	12/01/2019	\$41.30	\$7.85	\$15.85	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 1	06/01/2019	\$40.05	\$7.85	\$15.85	\$0.00	\$63.75
	12/01/2019	\$41.05	\$7.85	\$15.85	\$0.00	\$64.75

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	06/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
	12/01/2019	\$41.30	\$7.85	\$15.85	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	06/01/2019	\$40.05	\$7.85	\$15.85	\$0.00	\$63.75
	12/01/2019	\$41.05	\$7.85	\$15.85	\$0.00	\$64.75

For apprentice rates see "Apprentice- LABORER"

DEMO: WRECKING LABORER LABORERS - ZONE 1	06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
	12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$68.52	\$9.90	\$21.15	\$0.00	\$99.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$73.41	\$9.90	\$21.15	\$0.00	\$104.46
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i>	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98

**Apprentice - ELECTRICIAN - Local 103**

**Effective Date - 03/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
2	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
3	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
4	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
5	50	\$25.55	\$13.00	\$14.76	\$0.00	\$53.31
6	55	\$28.11	\$13.00	\$15.17	\$0.00	\$56.28
7	60	\$30.66	\$13.00	\$15.58	\$0.00	\$59.24
8	65	\$33.22	\$13.00	\$16.00	\$0.00	\$62.22
9	70	\$35.77	\$13.00	\$16.40	\$0.00	\$65.17
10	75	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

**Notes :**

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

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

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
	01/01/2020	\$61.42	\$15.73	\$18.41	\$0.00	\$95.56
	01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

**Classification**

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

**Apprentice - ELEVATOR CONSTRUCTOR - Local 4**

**Effective Date - 01/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.74	\$15.58	\$0.00	\$0.00	\$45.32
2	55	\$32.71	\$15.58	\$17.51	\$0.00	\$65.80
3	65	\$38.66	\$15.58	\$17.51	\$0.00	\$71.75
4	70	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
5	80	\$47.58	\$15.58	\$17.51	\$0.00	\$80.67

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.71	\$15.73	\$0.00	\$0.00	\$46.44
2	55	\$33.78	\$15.73	\$18.41	\$0.00	\$67.92
3	65	\$39.92	\$15.73	\$18.41	\$0.00	\$74.06
4	70	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
5	80	\$49.14	\$15.73	\$18.41	\$0.00	\$83.28

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

**Apprentice to Journeyworker Ratio:1:1**

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2019	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
	01/01/2020	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
	01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 1</i>	06/01/2019	\$39.40	\$7.85	\$15.85	\$0.00	\$63.10
	12/01/2019	\$40.40	\$7.85	\$15.85	\$0.00	\$64.10
	06/01/2020	\$41.39	\$7.85	\$15.85	\$0.00	\$65.09
	12/01/2020	\$42.37	\$7.85	\$15.85	\$0.00	\$66.07
	06/01/2021	\$43.39	\$7.85	\$15.85	\$0.00	\$67.09
	12/01/2021	\$44.40	\$7.85	\$15.85	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2019	\$43.68	\$11.50	\$15.60	\$0.00	\$70.78
	11/01/2019	\$44.68	\$11.50	\$15.60	\$0.00	\$71.78
	05/01/2020	\$45.83	\$11.50	\$15.60	\$0.00	\$72.93
	11/01/2020	\$46.83	\$11.50	\$15.60	\$0.00	\$73.93
	05/01/2021	\$47.98	\$11.50	\$15.60	\$0.00	\$75.08
	11/01/2021	\$48.98	\$11.50	\$15.60	\$0.00	\$76.08
	05/01/2022	\$50.13	\$11.50	\$15.60	\$0.00	\$77.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2019	\$45.17	\$11.50	\$15.60	\$0.00	\$72.27
	11/01/2019	\$46.18	\$11.50	\$15.60	\$0.00	\$73.28
	05/01/2020	\$47.33	\$11.50	\$15.60	\$0.00	\$74.43
	11/01/2020	\$48.34	\$11.50	\$15.60	\$0.00	\$75.44
	05/01/2021	\$49.50	\$11.50	\$15.60	\$0.00	\$76.60
	11/01/2021	\$50.51	\$11.50	\$15.60	\$0.00	\$77.61
	05/01/2022	\$51.67	\$11.50	\$15.60	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2019	\$22.48	\$11.50	\$15.60	\$0.00	\$49.58
	11/01/2019	\$23.07	\$11.50	\$15.60	\$0.00	\$50.17
	05/01/2020	\$23.74	\$11.50	\$15.60	\$0.00	\$50.84
	11/01/2020	\$24.33	\$11.50	\$15.60	\$0.00	\$51.43
	05/01/2021	\$25.01	\$11.50	\$15.60	\$0.00	\$52.11
	11/01/2021	\$25.61	\$11.50	\$15.60	\$0.00	\$52.71
	05/01/2022	\$26.28	\$11.50	\$15.60	\$0.00	\$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 103</i>	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$39.54	\$12.00	\$15.60	\$0.00	\$67.14
	12/01/2019	\$40.49	\$12.00	\$15.60	\$0.00	\$68.09
	06/01/2020	\$41.40	\$12.00	\$15.60	\$0.00	\$69.00
	12/01/2020	\$42.35	\$12.00	\$15.60	\$0.00	\$69.95
	06/01/2021	\$43.26	\$12.00	\$15.60	\$0.00	\$70.86
	12/01/2021	\$44.21	\$12.00	\$15.60	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	06/01/2019	\$22.50	\$7.85	\$15.85	\$0.00	\$46.20
	12/01/2019	\$23.50	\$7.85	\$15.85	\$0.00	\$47.20
	06/01/2020	\$23.50	\$7.85	\$15.85	\$0.00	\$47.20
	12/01/2020	\$24.50	\$7.85	\$15.85	\$0.00	\$48.20
	06/01/2021	\$24.50	\$7.85	\$15.85	\$0.00	\$48.20
	12/01/2021	\$24.50	\$7.85	\$15.85	\$0.00	\$48.20
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	09/01/2019	\$46.25	\$9.40	\$19.25	\$0.00	\$74.90
	03/01/2020	\$47.05	\$9.40	\$19.25	\$0.00	\$75.70
	09/01/2020	\$47.85	\$9.40	\$19.25	\$0.00	\$76.50
	03/01/2021	\$48.65	\$9.40	\$19.25	\$0.00	\$77.30
	09/01/2021	\$49.45	\$9.40	\$19.25	\$0.00	\$78.10
	03/01/2022	\$50.25	\$9.40	\$19.25	\$0.00	\$78.90

**Classification**

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

**Apprentice - FLOORCOVERER - Local 2168 Zone I**

**Effective Date - 09/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.13	\$9.40	\$1.79	\$0.00	\$34.32
2	55	\$25.44	\$9.40	\$1.79	\$0.00	\$36.63
3	60	\$27.75	\$9.40	\$13.88	\$0.00	\$51.03
4	65	\$30.06	\$9.40	\$13.88	\$0.00	\$53.34
5	70	\$32.38	\$9.40	\$15.67	\$0.00	\$57.45
6	75	\$34.69	\$9.40	\$15.67	\$0.00	\$59.76
7	80	\$37.00	\$9.40	\$17.46	\$0.00	\$63.86
8	85	\$39.31	\$9.40	\$17.46	\$0.00	\$66.17

**Effective Date - 03/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.53	\$9.40	\$1.79	\$0.00	\$34.72
2	55	\$25.88	\$9.40	\$1.79	\$0.00	\$37.07
3	60	\$28.23	\$9.40	\$13.88	\$0.00	\$51.51
4	65	\$30.58	\$9.40	\$13.88	\$0.00	\$53.86
5	70	\$32.94	\$9.40	\$15.67	\$0.00	\$58.01
6	75	\$35.29	\$9.40	\$15.67	\$0.00	\$60.36
7	80	\$37.64	\$9.40	\$17.46	\$0.00	\$64.50
8	85	\$39.99	\$9.40	\$17.46	\$0.00	\$66.85

**Notes:** Steps are 750 hrs.  
 % After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)  
 Step 1&2 \$32.00/ 3&4 \$38.36/ 5&6 \$57.45/ 7&8 \$63.86

**Apprentice to Journeyworker Ratio:1:1**

<b>FORK LIFT/CHERRY PICKER</b> <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

<b>GENERATOR/LIGHTING PLANT/HEATERS</b> <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

<b>GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)</b> <i>GLAZIERS LOCAL 35 (ZONE 1)</i>	07/01/2019	\$45.95	\$8.20	\$21.45	\$0.00	\$75.60
	01/01/2020	\$46.25	\$8.20	\$22.10	\$0.00	\$76.55
	07/01/2020	\$47.35	\$8.20	\$22.10	\$0.00	\$77.65
	01/01/2021	\$48.45	\$8.20	\$22.10	\$0.00	\$78.75

**Classification**

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

**Apprentice - GLAZIER - Local 35 Zone 1**

**Effective Date - 07/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.98	\$8.20	\$0.00	\$0.00	\$31.18
2	55	\$25.27	\$8.20	\$5.78	\$0.00	\$39.25
3	60	\$27.57	\$8.20	\$6.30	\$0.00	\$42.07
4	65	\$29.87	\$8.20	\$6.83	\$0.00	\$44.90
5	70	\$32.17	\$8.20	\$18.30	\$0.00	\$58.67
6	75	\$34.46	\$8.20	\$18.83	\$0.00	\$61.49
7	80	\$36.76	\$8.20	\$19.35	\$0.00	\$64.31
8	90	\$41.36	\$8.20	\$20.40	\$0.00	\$69.96

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.13	\$8.20	\$0.00	\$0.00	\$31.33
2	55	\$25.44	\$8.20	\$5.94	\$0.00	\$39.58
3	60	\$27.75	\$8.20	\$6.48	\$0.00	\$42.43
4	65	\$30.06	\$8.20	\$6.02	\$0.00	\$44.28
5	70	\$32.38	\$8.20	\$18.51	\$0.00	\$59.09
6	75	\$34.69	\$8.20	\$19.05	\$0.00	\$61.94
7	80	\$37.00	\$8.20	\$19.59	\$0.00	\$64.79
8	90	\$41.63	\$8.20	\$20.67	\$0.00	\$70.50

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

**Classification**

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

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 06/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.50	\$12.00	\$0.00	\$0.00	\$38.50
2	60	\$28.91	\$12.00	\$15.60	\$0.00	\$56.51
3	65	\$31.32	\$12.00	\$15.60	\$0.00	\$58.92
4	70	\$33.73	\$12.00	\$15.60	\$0.00	\$61.33
5	75	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
6	80	\$38.54	\$12.00	\$15.60	\$0.00	\$66.14
7	85	\$40.95	\$12.00	\$15.60	\$0.00	\$68.55
8	90	\$43.36	\$12.00	\$15.60	\$0.00	\$70.96

**Effective Date - 12/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.13	\$12.00	\$0.00	\$0.00	\$39.13
2	60	\$29.60	\$12.00	\$15.60	\$0.00	\$57.20
3	65	\$32.06	\$12.00	\$15.60	\$0.00	\$59.66
4	70	\$34.53	\$12.00	\$15.60	\$0.00	\$62.13
5	75	\$37.00	\$12.00	\$15.60	\$0.00	\$64.60
6	80	\$39.46	\$12.00	\$15.60	\$0.00	\$67.06
7	85	\$41.93	\$12.00	\$15.60	\$0.00	\$69.53
8	90	\$44.40	\$12.00	\$15.60	\$0.00	\$72.00

**Notes:**

**Apprentice to Journeyworker Ratio:1:6**

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537</i>	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	06/01/2019	\$39.90	\$7.85	\$15.85	\$0.00	\$63.60
	12/01/2019	\$40.90	\$7.85	\$15.85	\$0.00	\$64.60
	06/01/2020	\$41.89	\$7.85	\$15.85	\$0.00	\$65.59
	12/01/2020	\$42.87	\$7.85	\$15.85	\$0.00	\$66.57
	06/01/2021	\$43.89	\$7.85	\$15.85	\$0.00	\$67.59
	12/01/2021	\$44.90	\$7.85	\$15.85	\$0.00	\$68.60
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2019	\$48.44	\$12.80	\$16.40	\$0.00	\$77.64

**Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston**

**Effective Date - 09/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.22	\$12.80	\$11.90	\$0.00	\$48.92
2	60	\$29.06	\$12.80	\$12.80	\$0.00	\$54.66
3	70	\$33.91	\$12.80	\$13.70	\$0.00	\$60.41
4	80	\$38.75	\$12.80	\$14.60	\$0.00	\$66.15

**Notes:**

Steps are 1 year

**Apprentice to Journeyworker Ratio:1:4**

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (BOSTON AREA)</i>	03/16/2019	\$46.66	\$8.00	\$23.50	\$0.00	\$78.16
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**Classification**

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

**Apprentice - IRONWORKER - Local 7 Boston**

**Effective Date - 03/16/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$28.00	\$8.00	\$23.50	\$0.00	\$59.50
2	70	\$32.66	\$8.00	\$23.50	\$0.00	\$64.16
3	75	\$35.00	\$8.00	\$23.50	\$0.00	\$66.50
4	80	\$37.33	\$8.00	\$23.50	\$0.00	\$68.83
5	85	\$39.66	\$8.00	\$23.50	\$0.00	\$71.16
6	90	\$41.99	\$8.00	\$23.50	\$0.00	\$73.49

**Notes:**

\*\* Structural 1:6; Ornamental 1:4

**Apprentice to Journeyworker Ratio:\*\***

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 1	06/01/2019	\$39.40	\$7.85	\$15.85	\$0.00	\$63.10
	12/01/2019	\$40.40	\$7.85	\$15.85	\$0.00	\$64.10
	06/01/2020	\$41.39	\$7.85	\$15.85	\$0.00	\$65.09
	12/01/2020	\$42.37	\$7.85	\$15.85	\$0.00	\$66.07
	06/01/2021	\$43.39	\$7.85	\$15.85	\$0.00	\$67.09
	12/01/2021	\$44.40	\$7.85	\$15.85	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 1	06/01/2019	\$39.15	\$7.85	\$15.85	\$0.00	\$62.85
	12/01/2019	\$40.15	\$7.85	\$15.85	\$0.00	\$63.85
	06/01/2020	\$41.14	\$7.85	\$15.85	\$0.00	\$64.84
	12/01/2020	\$42.12	\$7.85	\$15.85	\$0.00	\$65.82
	06/01/2021	\$43.14	\$7.85	\$15.85	\$0.00	\$66.84
	12/01/2021	\$44.15	\$7.85	\$15.85	\$0.00	\$67.85

**Classification**

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

**Apprentice - LABORER - Zone 1**

**Effective Date - 06/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.49	\$7.85	\$15.85	\$0.00	\$47.19
2	70	\$27.41	\$7.85	\$15.85	\$0.00	\$51.11
3	80	\$31.32	\$7.85	\$15.85	\$0.00	\$55.02
4	90	\$35.24	\$7.85	\$15.85	\$0.00	\$58.94

**Effective Date - 12/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.09	\$7.85	\$15.85	\$0.00	\$47.79
2	70	\$28.11	\$7.85	\$15.85	\$0.00	\$51.81
3	80	\$32.12	\$7.85	\$15.85	\$0.00	\$55.82
4	90	\$36.14	\$7.85	\$15.85	\$0.00	\$59.84

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

LABORER: CARPENTER TENDER LABORERS - ZONE 1	06/01/2019	\$39.15	\$7.85	\$15.85	\$0.00	\$62.85
	12/01/2019	\$40.15	\$7.85	\$15.85	\$0.00	\$63.85
	06/01/2020	\$41.14	\$7.85	\$15.85	\$0.00	\$64.84
	12/01/2020	\$42.12	\$7.85	\$15.85	\$0.00	\$65.82
	06/01/2021	\$43.14	\$7.85	\$15.85	\$0.00	\$66.84
	12/01/2021	\$44.15	\$7.85	\$15.85	\$0.00	\$67.85

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 1	06/01/2019	\$39.15	\$7.85	\$15.85	\$0.00	\$62.85
	12/01/2019	\$40.15	\$7.85	\$15.85	\$0.00	\$63.85
	06/01/2020	\$41.14	\$7.85	\$15.85	\$0.00	\$64.84
	12/01/2020	\$42.12	\$7.85	\$15.85	\$0.00	\$65.82
	06/01/2021	\$43.14	\$7.85	\$15.85	\$0.00	\$66.84
	12/01/2021	\$44.15	\$7.85	\$15.85	\$0.00	\$67.85

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 1	06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
	12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER LABORERS - ZONE 1	06/01/2019	\$39.40	\$7.85	\$15.85	\$0.00	\$63.10
	12/01/2019	\$40.40	\$7.85	\$15.85	\$0.00	\$64.10
	06/01/2020	\$41.39	\$7.85	\$15.85	\$0.00	\$65.09
	12/01/2020	\$42.37	\$7.85	\$15.85	\$0.00	\$66.07
	06/01/2021	\$43.39	\$7.85	\$15.85	\$0.00	\$67.09
	12/01/2021	\$44.40	\$7.85	\$15.85	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	06/01/2019	\$39.15	\$7.85	\$15.85	\$0.00	\$62.85
	12/01/2019	\$40.15	\$7.85	\$15.85	\$0.00	\$63.85
	06/01/2020	\$41.14	\$7.85	\$15.85	\$0.00	\$64.84
	12/01/2020	\$42.12	\$7.85	\$15.85	\$0.00	\$65.82
	06/01/2021	\$43.14	\$7.85	\$15.85	\$0.00	\$66.84
	12/01/2021	\$44.15	\$7.85	\$15.85	\$0.00	\$67.85
	For apprentice rates see "Apprentice- LABORER"					
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	06/01/2019	\$39.15	\$7.85	\$15.85	\$0.00	\$62.85
	12/01/2019	\$40.15	\$7.85	\$15.85	\$0.00	\$63.85
	06/01/2020	\$41.14	\$7.85	\$15.85	\$0.00	\$64.84
	12/01/2020	\$42.12	\$7.85	\$15.85	\$0.00	\$65.82
	06/01/2021	\$43.14	\$7.85	\$15.85	\$0.00	\$66.84
	12/01/2021	\$44.15	\$7.85	\$15.85	\$0.00	\$67.85
	This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"					
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2019	\$39.40	\$7.85	\$15.85	\$0.00	\$63.10
	12/01/2019	\$40.40	\$7.85	\$15.85	\$0.00	\$64.10
	06/01/2020	\$41.39	\$7.85	\$15.85	\$0.00	\$65.09
	12/01/2020	\$42.37	\$7.85	\$15.85	\$0.00	\$66.07
	06/01/2021	\$43.39	\$7.85	\$15.85	\$0.00	\$67.09
	12/01/2021	\$44.40	\$7.85	\$15.85	\$0.00	\$68.10
	For apprentice rates see "Apprentice- LABORER"					
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	08/01/2019	\$41.49	\$10.75	\$19.61	\$0.00	\$71.85
	02/01/2020	\$42.00	\$10.75	\$19.61	\$0.00	\$72.36
	08/01/2020	\$43.08	\$10.75	\$19.76	\$0.00	\$73.59
	02/01/2021	\$43.59	\$10.75	\$19.76	\$0.00	\$74.10
	08/01/2021	\$44.71	\$10.75	\$19.92	\$0.00	\$75.38
	02/01/2022	\$45.18	\$10.75	\$19.92	\$0.00	\$75.85

**Classification**

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

**Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile**

**Effective Date - 08/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.75	\$10.75	\$19.61	\$0.00	\$51.11
2	60	\$24.89	\$10.75	\$19.61	\$0.00	\$55.25
3	70	\$29.04	\$10.75	\$19.61	\$0.00	\$59.40
4	80	\$33.19	\$10.75	\$19.61	\$0.00	\$63.55
5	90	\$37.34	\$10.75	\$19.61	\$0.00	\$67.70

**Effective Date - 02/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.00	\$10.75	\$19.61	\$0.00	\$51.36
2	60	\$25.20	\$10.75	\$19.61	\$0.00	\$55.56
3	70	\$29.40	\$10.75	\$19.61	\$0.00	\$59.76
4	80	\$33.60	\$10.75	\$19.61	\$0.00	\$63.96
5	90	\$37.80	\$10.75	\$19.61	\$0.00	\$68.16

**Notes:**

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**Apprentice to Journeyworker Ratio:1:3**

MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2019	\$54.42	\$10.75	\$21.30	\$0.00	\$86.47
	02/01/2020	\$55.05	\$10.75	\$21.30	\$0.00	\$87.10
	08/01/2020	\$56.40	\$10.75	\$21.45	\$0.00	\$88.60
	02/01/2021	\$57.04	\$10.75	\$21.45	\$0.00	\$89.24
	08/01/2021	\$58.44	\$10.75	\$21.61	\$0.00	\$90.80
	02/01/2022	\$59.01	\$10.75	\$21.61	\$0.00	\$91.37

**Classification**

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

**Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile**

**Effective Date - 08/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.21	\$10.75	\$21.30	\$0.00	\$59.26
2	60	\$32.65	\$10.75	\$21.30	\$0.00	\$64.70
3	70	\$38.09	\$10.75	\$21.30	\$0.00	\$70.14
4	80	\$43.54	\$10.75	\$21.30	\$0.00	\$75.59
5	90	\$48.98	\$10.75	\$21.30	\$0.00	\$81.03

**Effective Date - 02/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.53	\$10.75	\$21.30	\$0.00	\$59.58
2	60	\$33.03	\$10.75	\$21.30	\$0.00	\$65.08
3	70	\$38.54	\$10.75	\$21.30	\$0.00	\$70.59
4	80	\$44.04	\$10.75	\$21.30	\$0.00	\$76.09
5	90	\$49.55	\$10.75	\$21.30	\$0.00	\$81.60

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 1) <i>MILLWRIGHTS LOCAL 1121 - Zone 1</i>	04/01/2019	\$42.22	\$9.90	\$18.50	\$0.00	\$70.62
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**Apprentice - MILLWRIGHT - Local 1121 Zone 1**

**Effective Date - 04/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.22	\$9.90	\$5.31	\$0.00	\$38.43
2	65	\$27.44	\$9.90	\$15.13	\$0.00	\$52.47
3	75	\$31.67	\$9.90	\$16.10	\$0.00	\$57.67
4	85	\$35.89	\$9.90	\$17.06	\$0.00	\$62.85

**Notes:**

Steps are 2,000 hours

**Apprentice to Journeyworker Ratio:1:5**

<b>MORTAR MIXER</b> <i>LABORERS - ZONE 1</i>	06/01/2019	\$39.40	\$7.85	\$15.85	\$0.00	\$63.10
	12/01/2019	\$40.40	\$7.85	\$15.85	\$0.00	\$64.10
	06/01/2020	\$41.39	\$7.85	\$15.85	\$0.00	\$65.09
	12/01/2020	\$42.37	\$7.85	\$15.85	\$0.00	\$66.07
	06/01/2021	\$43.39	\$7.85	\$15.85	\$0.00	\$67.09
	12/01/2021	\$44.40	\$7.85	\$15.85	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

<b>OILER (OTHER THAN TRUCK CRANES, GRADALLS)</b> <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$23.11	\$12.00	\$15.60	\$0.00	\$50.71
	12/01/2019	\$23.68	\$12.00	\$15.60	\$0.00	\$51.28
	06/01/2020	\$24.23	\$12.00	\$15.60	\$0.00	\$51.83
	12/01/2020	\$24.80	\$12.00	\$15.60	\$0.00	\$52.40
	06/01/2021	\$25.35	\$12.00	\$15.60	\$0.00	\$52.95
	12/01/2021	\$25.93	\$12.00	\$15.60	\$0.00	\$53.53

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

<b>OILER (TRUCK CRANES, GRADALLS)</b> <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$27.57	\$12.00	\$15.60	\$0.00	\$55.17
	12/01/2019	\$28.24	\$12.00	\$15.60	\$0.00	\$55.84
	06/01/2020	\$28.89	\$12.00	\$15.60	\$0.00	\$56.49
	12/01/2020	\$29.57	\$12.00	\$15.60	\$0.00	\$57.17
	06/01/2021	\$30.21	\$12.00	\$15.60	\$0.00	\$57.81
	12/01/2021	\$30.89	\$12.00	\$15.60	\$0.00	\$58.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

<b>OTHER POWER DRIVEN EQUIPMENT - CLASS II</b> <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

<b>PAINTER (BRIDGES/TANKS)</b> <i>PAINTERS LOCAL 35 - ZONE 1</i>	07/01/2019	\$50.66	\$8.20	\$21.45	\$0.00	\$80.31
	01/01/2020	\$50.96	\$8.20	\$22.10	\$0.00	\$81.26
	07/01/2020	\$52.06	\$8.20	\$22.10	\$0.00	\$82.36
	01/01/2021	\$53.16	\$8.20	\$22.10	\$0.00	\$83.46

**Classification**

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

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 07/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.33	\$8.20	\$0.00	\$0.00	\$33.53
2	55	\$27.86	\$8.20	\$5.78	\$0.00	\$41.84
3	60	\$30.40	\$8.20	\$6.30	\$0.00	\$44.90
4	65	\$32.93	\$8.20	\$6.83	\$0.00	\$47.96
5	70	\$35.46	\$8.20	\$18.30	\$0.00	\$61.96
6	75	\$38.00	\$8.20	\$18.83	\$0.00	\$65.03
7	80	\$40.53	\$8.20	\$19.35	\$0.00	\$68.08
8	90	\$45.59	\$8.20	\$20.40	\$0.00	\$74.19

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.48	\$8.20	\$0.00	\$0.00	\$33.68
2	55	\$28.03	\$8.20	\$5.94	\$0.00	\$42.17
3	60	\$30.58	\$8.20	\$6.48	\$0.00	\$45.26
4	65	\$33.12	\$8.20	\$7.02	\$0.00	\$48.34
5	70	\$35.67	\$8.20	\$18.51	\$0.00	\$62.38
6	75	\$38.22	\$8.20	\$19.05	\$0.00	\$65.47
7	80	\$40.77	\$8.20	\$19.59	\$0.00	\$68.56
8	90	\$45.86	\$8.20	\$20.67	\$0.00	\$74.73

**Notes:**  
Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (SIGN, PICTORIAL & DISPLAY) PAINTERS LOCAL 35 - ZONE 1	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
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**Classification**

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

**Apprentice - PAINTER SIGN - Local 35 Zone 1**

**Effective Date - 06/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

**Notes:**  
Steps are 4 mos.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2019	\$47.35	\$8.20	\$21.45	\$0.00	\$77.00
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 1	01/01/2020	\$47.65	\$8.20	\$22.10	\$0.00	\$77.95
	07/01/2020	\$48.75	\$8.20	\$22.10	\$0.00	\$79.05
	01/01/2021	\$49.85	\$8.20	\$22.10	\$0.00	\$80.15

**Classification**

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

**Apprentice - PAINTER Local 35 Zone 1 - Spray/Sandblast - New**

**Effective Date - 07/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.68	\$8.20	\$0.00	\$0.00	\$31.88
2	55	\$26.04	\$8.20	\$5.78	\$0.00	\$40.02
3	60	\$28.41	\$8.20	\$6.30	\$0.00	\$42.91
4	65	\$30.78	\$8.20	\$6.83	\$0.00	\$45.81
5	70	\$33.15	\$8.20	\$18.30	\$0.00	\$59.65
6	75	\$35.51	\$8.20	\$19.18	\$0.00	\$62.89
7	80	\$37.88	\$8.20	\$19.70	\$0.00	\$65.78
8	90	\$42.62	\$8.20	\$20.75	\$0.00	\$71.57

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.83	\$8.20	\$0.00	\$0.00	\$32.03
2	55	\$26.21	\$8.20	\$5.94	\$0.00	\$40.35
3	60	\$28.59	\$8.20	\$6.48	\$0.00	\$43.27
4	65	\$30.97	\$8.20	\$7.02	\$0.00	\$46.19
5	70	\$33.36	\$8.20	\$18.51	\$0.00	\$60.07
6	75	\$35.74	\$8.20	\$19.40	\$0.00	\$63.34
7	80	\$38.12	\$8.20	\$19.94	\$0.00	\$66.26
8	90	\$42.89	\$8.20	\$21.02	\$0.00	\$72.11

**Notes:**  
Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2019	\$45.41	\$8.20	\$21.45	\$0.00	\$75.06
PAINTERS LOCAL 35 - ZONE 1	01/01/2020	\$45.71	\$8.20	\$22.10	\$0.00	\$76.01
	07/01/2020	\$46.81	\$8.20	\$22.10	\$0.00	\$77.11
	01/01/2021	\$47.91	\$8.20	\$22.10	\$0.00	\$78.21

**Classification**

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

**Apprentice - PAINTER Local 35 Zone 1 - Spray/Sandblast - Repaint**

**Effective Date - 07/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.71	\$8.20	\$0.00	\$0.00	\$30.91
2	55	\$24.98	\$8.20	\$5.78	\$0.00	\$38.96
3	60	\$27.25	\$8.20	\$6.30	\$0.00	\$41.75
4	65	\$29.52	\$8.20	\$6.83	\$0.00	\$44.55
5	70	\$31.79	\$8.20	\$18.30	\$0.00	\$58.29
6	75	\$34.06	\$8.20	\$18.83	\$0.00	\$61.09
7	80	\$36.33	\$8.20	\$19.35	\$0.00	\$63.88
8	90	\$40.87	\$8.20	\$20.40	\$0.00	\$69.47

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.86	\$8.20	\$0.00	\$0.00	\$31.06
2	55	\$25.14	\$8.20	\$5.94	\$0.00	\$39.28
3	60	\$27.43	\$8.20	\$6.48	\$0.00	\$42.11
4	65	\$29.71	\$8.20	\$7.02	\$0.00	\$44.93
5	70	\$32.00	\$8.20	\$18.51	\$0.00	\$58.71
6	75	\$34.28	\$8.20	\$19.05	\$0.00	\$61.53
7	80	\$36.57	\$8.20	\$19.59	\$0.00	\$64.36
8	90	\$41.14	\$8.20	\$20.67	\$0.00	\$70.01

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (TRAFFIC MARKINGS) LABORERS - ZONE 1	06/01/2019	\$39.15	\$7.85	\$15.85	\$0.00	\$62.85
	12/01/2019	\$40.15	\$7.85	\$15.85	\$0.00	\$63.85
	06/01/2020	\$41.14	\$7.85	\$15.85	\$0.00	\$64.84
	12/01/2020	\$42.12	\$7.85	\$15.85	\$0.00	\$65.82
	06/01/2021	\$43.14	\$7.85	\$15.85	\$0.00	\$66.84
	12/01/2021	\$44.15	\$7.85	\$15.85	\$0.00	\$67.85

For Apprentices rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 1	07/01/2019	\$45.95	\$8.20	\$21.45	\$0.00	\$75.60
	01/01/2020	\$46.25	\$8.20	\$22.10	\$0.00	\$76.55
	07/01/2020	\$47.35	\$8.20	\$22.10	\$0.00	\$77.65
	01/01/2021	\$48.45	\$8.20	\$22.10	\$0.00	\$78.75

**Classification**

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

**Apprentice - PAINTER - Local 35 Zone 1 - BRUSH NEW**

**Effective Date - 07/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.98	\$8.20	\$0.00	\$0.00	\$31.18
2	55	\$25.27	\$8.20	\$5.78	\$0.00	\$39.25
3	60	\$27.57	\$8.20	\$6.30	\$0.00	\$42.07
4	65	\$29.87	\$8.20	\$6.83	\$0.00	\$44.90
5	70	\$32.17	\$8.20	\$18.30	\$0.00	\$58.67
6	75	\$34.46	\$8.20	\$18.83	\$0.00	\$61.49
7	80	\$36.76	\$8.20	\$19.35	\$0.00	\$64.31
8	90	\$41.36	\$8.20	\$20.40	\$0.00	\$69.96

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.13	\$8.20	\$0.00	\$0.00	\$31.33
2	55	\$25.44	\$8.20	\$5.94	\$0.00	\$39.58
3	60	\$27.75	\$8.20	\$6.48	\$0.00	\$42.43
4	65	\$30.06	\$8.20	\$7.02	\$0.00	\$45.28
5	70	\$32.38	\$8.20	\$18.51	\$0.00	\$59.09
6	75	\$34.69	\$8.20	\$19.05	\$0.00	\$61.94
7	80	\$37.00	\$8.20	\$19.59	\$0.00	\$64.79
8	90	\$41.63	\$8.20	\$20.67	\$0.00	\$70.50

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2019	\$44.01	\$8.20	\$21.45	\$0.00	\$73.66
PAINTERS LOCAL 35 - ZONE 1	01/01/2020	\$44.31	\$8.20	\$22.10	\$0.00	\$74.61
	07/01/2020	\$45.41	\$8.20	\$22.10	\$0.00	\$75.71
	01/01/2021	\$46.51	\$8.20	\$22.10	\$0.00	\$76.81

**Classification**

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

**Apprentice - PAINTER Local 35 Zone 1 - BRUSH REPAINT**

**Effective Date - 07/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.01	\$8.20	\$0.00	\$0.00	\$30.21
2	55	\$24.21	\$8.20	\$5.78	\$0.00	\$38.19
3	60	\$26.41	\$8.20	\$6.30	\$0.00	\$40.91
4	65	\$28.61	\$8.20	\$6.83	\$0.00	\$43.64
5	70	\$30.81	\$8.20	\$18.30	\$0.00	\$57.31
6	75	\$33.01	\$8.20	\$18.83	\$0.00	\$60.04
7	80	\$35.21	\$8.20	\$19.35	\$0.00	\$62.76
8	90	\$39.61	\$8.20	\$20.40	\$0.00	\$68.21

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.16	\$8.20	\$0.00	\$0.00	\$30.36
2	55	\$24.37	\$8.20	\$5.94	\$0.00	\$38.51
3	60	\$26.59	\$8.20	\$6.48	\$0.00	\$41.27
4	65	\$28.80	\$8.20	\$7.02	\$0.00	\$44.02
5	70	\$31.02	\$8.20	\$18.51	\$0.00	\$57.73
6	75	\$33.23	\$8.20	\$19.05	\$0.00	\$60.48
7	80	\$35.45	\$8.20	\$19.59	\$0.00	\$63.24
8	90	\$39.88	\$8.20	\$20.67	\$0.00	\$68.75

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2019	\$35.18	\$12.41	\$12.70	\$0.00	\$60.29
	12/01/2019	\$35.18	\$12.41	\$13.72	\$0.00	\$61.31
	06/01/2020	\$36.08	\$12.41	\$13.72	\$0.00	\$62.21
	08/01/2020	\$36.08	\$12.91	\$13.72	\$0.00	\$62.71
	12/01/2020	\$36.08	\$12.91	\$14.82	\$0.00	\$63.81
	06/01/2021	\$36.88	\$12.91	\$14.82	\$0.00	\$64.61
	08/01/2021	\$36.88	\$13.41	\$14.82	\$0.00	\$65.11
	12/01/2021	\$36.88	\$13.41	\$16.01	\$0.00	\$66.30
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99

**Apprentice - PILE DRIVER - Local 56 Zone 1**

**Effective Date - 08/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.47	\$9.90	\$21.15	\$0.00	\$55.52
2	60	\$29.36	\$9.90	\$21.15	\$0.00	\$60.41
3	70	\$34.26	\$9.90	\$21.15	\$0.00	\$65.31
4	75	\$36.71	\$9.90	\$21.15	\$0.00	\$67.76
5	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
6	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
7	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10
8	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10

Notes:

**Apprentice to Journeyworker Ratio:1:5**

PIPEFITTER & STEAMFITTER	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
PIPEFITTERS LOCAL 537	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88

**Apprentice - PIPEFITTER - Local 537**

**Effective Date - 09/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.88	\$10.95	\$8.00	\$0.00	\$40.83
2	45	\$24.61	\$10.95	\$19.74	\$0.00	\$55.30
3	60	\$32.81	\$10.95	\$19.74	\$0.00	\$63.50
4	70	\$38.28	\$10.95	\$19.74	\$0.00	\$68.97
5	80	\$43.75	\$10.95	\$19.74	\$0.00	\$74.44

**Effective Date - 03/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.48	\$10.95	\$8.00	\$0.00	\$41.43
2	45	\$25.29	\$10.95	\$19.74	\$0.00	\$55.98
3	60	\$33.71	\$10.95	\$19.74	\$0.00	\$64.40
4	70	\$39.33	\$10.95	\$19.74	\$0.00	\$70.02
5	80	\$44.95	\$10.95	\$19.74	\$0.00	\$75.64

Notes:

\*\* 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.  
 Refrig/AC Mechanic \*\*1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

**Apprentice to Journeyworker Ratio:\*\***

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER <i>LABORERS - ZONE 1</i>	06/01/2019	\$39.40	\$7.85	\$15.85	\$0.00	\$63.10
	12/01/2019	\$40.40	\$7.85	\$15.85	\$0.00	\$64.10
	06/01/2020	\$41.39	\$7.85	\$15.85	\$0.00	\$65.09
	12/01/2020	\$42.37	\$7.85	\$15.85	\$0.00	\$66.07
	06/01/2021	\$43.39	\$7.85	\$15.85	\$0.00	\$67.09
	12/01/2021	\$44.40	\$7.85	\$15.85	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS <i>PLUMBERS &amp; GASFITTERS LOCAL 12</i>	09/01/2019	\$57.69	\$11.82	\$17.01	\$0.00	\$86.52
	03/01/2020	\$59.19	\$11.82	\$17.01	\$0.00	\$88.02
	09/01/2020	\$60.69	\$11.82	\$17.01	\$0.00	\$89.52
	03/01/2021	\$62.19	\$11.82	\$17.01	\$0.00	\$91.02

**Apprentice - PLUMBER/GASFITTER - Local 12**

**Effective Date - 09/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.19	\$11.82	\$6.16	\$0.00	\$38.17
2	40	\$23.08	\$11.82	\$6.99	\$0.00	\$41.89
3	55	\$31.73	\$11.82	\$9.53	\$0.00	\$53.08
4	65	\$37.50	\$11.82	\$11.18	\$0.00	\$60.50
5	75	\$43.27	\$11.82	\$12.88	\$0.00	\$67.97

**Effective Date - 03/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.72	\$11.82	\$6.16	\$0.00	\$38.70
2	40	\$23.68	\$11.82	\$6.99	\$0.00	\$42.49
3	55	\$32.55	\$11.82	\$9.53	\$0.00	\$53.90
4	65	\$38.47	\$11.82	\$11.18	\$0.00	\$61.47
5	75	\$44.39	\$11.82	\$12.88	\$0.00	\$69.09

**Notes:**

\*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr  
Step4 with lic\$64.20, Step5 with lic\$71.67

**Apprentice to Journeyworker Ratio:\*\***

PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.17	\$10.95	\$19.74	\$0.00	\$89.86

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

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2019	\$39.40	\$7.85	\$15.85	\$0.00	\$63.10
	12/01/2019	\$40.40	\$7.85	\$15.85	\$0.00	\$64.10
	06/01/2020	\$41.39	\$7.85	\$15.85	\$0.00	\$65.09
	12/01/2020	\$42.37	\$7.85	\$15.85	\$0.00	\$66.07
	06/01/2021	\$43.39	\$7.85	\$15.85	\$0.00	\$67.09
	12/01/2021	\$44.40	\$7.85	\$15.85	\$0.00	\$68.10

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 1</i>	06/01/2019	\$40.15	\$7.85	\$15.85	\$0.00	\$63.85
	12/01/2019	\$41.15	\$7.85	\$15.85	\$0.00	\$64.85
	06/01/2020	\$42.14	\$7.85	\$15.85	\$0.00	\$65.84
	12/01/2020	\$43.12	\$7.85	\$15.85	\$0.00	\$66.82
	06/01/2021	\$44.14	\$7.85	\$15.85	\$0.00	\$67.84
	12/01/2021	\$45.15	\$7.85	\$15.85	\$0.00	\$68.85
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010) <i>TEAMSTERS 25 (Metro) - Aggregate</i>	05/01/2018	\$24.15	\$9.28	\$13.59	\$0.00	\$47.02
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 25 (Metro) - Aggregate</i>	05/01/2018	\$30.66	\$9.28	\$13.59	\$0.00	\$53.53
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2019	\$39.40	\$7.85	\$15.85	\$0.00	\$63.10
	12/01/2019	\$40.40	\$7.85	\$15.85	\$0.00	\$64.10
	06/01/2020	\$41.39	\$7.85	\$15.85	\$0.00	\$65.09
	12/01/2020	\$42.37	\$7.85	\$15.85	\$0.00	\$66.07
	06/01/2021	\$43.39	\$7.85	\$15.85	\$0.00	\$67.09
	12/01/2021	\$44.40	\$7.85	\$15.85	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2019	\$44.64	\$11.50	\$15.90	\$0.00	\$72.04
	02/01/2020	\$45.92	\$11.50	\$15.90	\$0.00	\$73.32
	08/01/2020	\$47.35	\$11.50	\$15.90	\$0.00	\$74.75
	02/01/2021	\$48.78	\$11.50	\$15.90	\$0.00	\$76.18
	08/01/2021	\$50.21	\$11.50	\$15.90	\$0.00	\$77.61
	02/01/2022	\$51.64	\$11.50	\$15.90	\$0.00	\$79.04

**Apprentice - ROOFER - Local 33**

**Effective Date - 08/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.32	\$11.50	\$3.69	\$0.00	\$37.51
2	60	\$26.78	\$11.50	\$15.90	\$0.00	\$54.18
3	65	\$29.02	\$11.50	\$15.90	\$0.00	\$56.42
4	75	\$33.48	\$11.50	\$15.90	\$0.00	\$60.88
5	85	\$37.94	\$11.50	\$15.90	\$0.00	\$65.34

**Effective Date - 02/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.96	\$11.50	\$3.69	\$0.00	\$38.15
2	60	\$27.55	\$11.50	\$15.90	\$0.00	\$54.95
3	65	\$29.85	\$11.50	\$15.90	\$0.00	\$57.25
4	75	\$34.44	\$11.50	\$15.90	\$0.00	\$61.84
5	85	\$39.03	\$11.50	\$15.90	\$0.00	\$66.43

**Notes:** \*\* 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1  
 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.  
 (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

**Apprentice to Journeyworker Ratio:\*\***

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	08/01/2019	\$44.89	\$11.50	\$15.90	\$0.00	\$72.29
	02/01/2020	\$46.17	\$11.50	\$15.90	\$0.00	\$73.57
	08/01/2020	\$47.60	\$11.50	\$15.90	\$0.00	\$75.00
	02/01/2021	\$49.03	\$11.50	\$15.90	\$0.00	\$76.43
	08/01/2021	\$50.46	\$11.50	\$15.90	\$0.00	\$77.86
	02/01/2022	\$51.89	\$11.50	\$15.90	\$0.00	\$79.29

For apprentice rates see "Apprentice- ROOFER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
<i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63

**Apprentice - SHEET METAL WORKER - Local 17-A**

**Effective Date - 08/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$20.20	\$13.20	\$5.89	\$0.00	\$39.29
2	42	\$20.20	\$13.20	\$5.89	\$0.00	\$39.29
3	47	\$22.61	\$13.20	\$11.13	\$1.41	\$48.35
4	47	\$22.61	\$13.20	\$11.13	\$1.41	\$48.35
5	52	\$25.01	\$13.20	\$12.08	\$1.51	\$51.80
6	52	\$25.01	\$13.20	\$12.33	\$1.52	\$52.06
7	60	\$28.86	\$13.20	\$13.70	\$1.67	\$57.43
8	65	\$31.27	\$13.20	\$14.65	\$1.77	\$60.89
9	75	\$36.08	\$13.20	\$16.56	\$1.98	\$67.82
10	85	\$40.89	\$13.20	\$17.96	\$2.16	\$74.21

**Effective Date - 02/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$20.90	\$13.20	\$5.89	\$0.00	\$39.99
2	42	\$20.90	\$13.20	\$5.89	\$0.00	\$39.99
3	47	\$23.38	\$13.20	\$11.13	\$1.43	\$49.14
4	47	\$23.38	\$13.20	\$11.13	\$1.43	\$49.14
5	52	\$25.87	\$13.20	\$12.08	\$1.53	\$52.68
6	52	\$25.87	\$13.20	\$12.33	\$1.54	\$52.94
7	60	\$29.85	\$13.20	\$13.70	\$1.70	\$58.45
8	65	\$32.34	\$13.20	\$14.65	\$1.82	\$62.01
9	75	\$37.31	\$13.20	\$16.56	\$2.01	\$69.08
10	85	\$42.29	\$13.20	\$17.96	\$2.20	\$75.65

**Notes:**

Steps are 6 mos.

**Apprentice to Journeyworker Ratio:1:4**

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2019	\$35.64	\$12.41	\$12.70	\$0.00	\$60.75
	12/01/2019	\$35.64	\$12.41	\$13.72	\$0.00	\$61.77
	06/01/2020	\$36.54	\$12.41	\$13.72	\$0.00	\$62.67
	08/01/2020	\$36.54	\$12.91	\$13.72	\$0.00	\$63.17
	12/01/2020	\$36.54	\$12.91	\$14.82	\$0.00	\$64.27
	06/01/2021	\$37.34	\$12.91	\$14.82	\$0.00	\$65.07
	08/01/2021	\$37.34	\$13.41	\$14.82	\$0.00	\$65.57
	12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2019	\$35.93	\$12.41	\$12.70	\$0.00	\$61.04
	12/01/2019	\$35.93	\$12.41	\$13.72	\$0.00	\$62.06
	06/01/2020	\$36.83	\$12.41	\$13.72	\$0.00	\$62.96
	08/01/2020	\$36.83	\$12.91	\$13.72	\$0.00	\$63.46
	12/01/2020	\$36.83	\$12.91	\$14.82	\$0.00	\$64.56
	06/01/2021	\$37.63	\$12.91	\$14.82	\$0.00	\$65.36
	08/01/2021	\$37.63	\$13.41	\$14.82	\$0.00	\$65.86
	12/01/2021	\$37.63	\$13.41	\$16.01	\$0.00	\$67.05
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	10/01/2019	\$60.48	\$9.47	\$19.60	\$0.00	\$89.55
	03/01/2020	\$61.98	\$9.47	\$19.60	\$0.00	\$91.05
	10/01/2020	\$63.48	\$9.47	\$19.60	\$0.00	\$92.55
	03/01/2021	\$64.98	\$9.47	\$19.60	\$0.00	\$94.05

**Classification**

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

**Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1**

**Effective Date - 10/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.17	\$9.47	\$11.15	\$0.00	\$41.79
2	40	\$24.19	\$9.47	\$11.80	\$0.00	\$45.46
3	45	\$27.22	\$9.47	\$12.45	\$0.00	\$49.14
4	50	\$30.24	\$9.47	\$13.10	\$0.00	\$52.81
5	55	\$33.26	\$9.47	\$13.75	\$0.00	\$56.48
6	60	\$36.29	\$9.47	\$14.40	\$0.00	\$60.16
7	65	\$39.31	\$9.47	\$15.05	\$0.00	\$63.83
8	70	\$42.34	\$9.47	\$15.70	\$0.00	\$67.51
9	75	\$45.36	\$9.47	\$16.35	\$0.00	\$71.18
10	80	\$48.38	\$9.47	\$17.00	\$0.00	\$74.85

**Effective Date - 03/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.69	\$9.47	\$11.15	\$0.00	\$42.31
2	40	\$24.79	\$9.47	\$11.80	\$0.00	\$46.06
3	45	\$27.89	\$9.47	\$12.45	\$0.00	\$49.81
4	50	\$30.99	\$9.47	\$13.10	\$0.00	\$53.56
5	55	\$34.09	\$9.47	\$13.75	\$0.00	\$57.31
6	60	\$37.19	\$9.47	\$14.40	\$0.00	\$61.06
7	65	\$40.29	\$9.47	\$15.05	\$0.00	\$64.81
8	70	\$43.39	\$9.47	\$15.70	\$0.00	\$68.56
9	75	\$46.49	\$9.47	\$16.35	\$0.00	\$72.31
10	80	\$49.58	\$9.47	\$17.00	\$0.00	\$76.05

**Notes:** Apprentice entered prior 9/30/10:  
40/45/50/55/60/65/70/75/80/85  
Steps are 850 hours

**Apprentice to Journeyworker Ratio:1:3**

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103**

**Effective Date - 03/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
2	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
3	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
4	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
5	50	\$19.17	\$13.00	\$13.73	\$0.00	\$45.90
6	55	\$21.08	\$13.00	\$14.03	\$0.00	\$48.11
7	60	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
8	65	\$24.91	\$13.00	\$14.66	\$0.00	\$52.57
9	70	\$26.83	\$13.00	\$14.96	\$0.00	\$54.79
10	75	\$28.75	\$13.00	\$15.27	\$0.00	\$57.02

**Notes:**

**Apprentice to Journeyworker Ratio:1:1**

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	08/01/2019	\$53.34	\$10.75	\$21.30	\$0.00	\$85.39
	02/01/2020	\$53.98	\$10.75	\$21.30	\$0.00	\$86.03
	08/01/2020	\$55.33	\$10.75	\$21.45	\$0.00	\$87.53
	02/01/2021	\$55.97	\$10.75	\$21.45	\$0.00	\$88.17
	08/01/2021	\$57.37	\$10.75	\$21.61	\$0.00	\$89.73
	02/01/2022	\$57.96	\$10.75	\$21.61	\$0.00	\$90.32

**Classification**

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

**Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile**

**Effective Date - 08/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.67	\$10.75	\$21.30	\$0.00	\$58.72
2	60	\$32.00	\$10.75	\$21.30	\$0.00	\$64.05
3	70	\$37.34	\$10.75	\$21.30	\$0.00	\$69.39
4	80	\$42.67	\$10.75	\$21.30	\$0.00	\$74.72
5	90	\$48.01	\$10.75	\$21.30	\$0.00	\$80.06

**Effective Date - 02/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.99	\$10.75	\$21.30	\$0.00	\$59.04
2	60	\$32.39	\$10.75	\$21.30	\$0.00	\$64.44
3	70	\$37.79	\$10.75	\$21.30	\$0.00	\$69.84
4	80	\$43.18	\$10.75	\$21.30	\$0.00	\$75.23
5	90	\$48.58	\$10.75	\$21.30	\$0.00	\$80.63

**Notes:**

**Apprentice to Journeyworker Ratio:1:3**

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$40.50	\$7.85	\$16.05	\$0.00	\$64.40
	12/01/2019	\$41.50	\$7.85	\$16.05	\$0.00	\$65.40
	06/01/2020	\$42.49	\$7.85	\$16.05	\$0.00	\$66.39
	12/01/2020	\$43.47	\$7.85	\$16.05	\$0.00	\$67.37
	06/01/2021	\$44.49	\$7.85	\$16.05	\$0.00	\$68.39
	12/01/2021	\$45.50	\$7.85	\$16.05	\$0.00	\$69.40

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$39.22	\$7.85	\$16.05	\$0.00	\$63.12
	12/01/2019	\$40.22	\$7.85	\$16.05	\$0.00	\$64.12
	06/01/2020	\$41.21	\$7.85	\$16.05	\$0.00	\$65.11
	12/01/2020	\$42.19	\$7.85	\$16.05	\$0.00	\$66.09
	06/01/2021	\$43.21	\$7.85	\$16.05	\$0.00	\$67.11
	12/01/2021	\$44.22	\$7.85	\$16.05	\$0.00	\$68.12

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2019	\$36.22	\$12.41	\$12.70	\$0.00	\$61.33
	12/01/2019	\$36.22	\$12.41	\$13.72	\$0.00	\$62.35
	06/01/2020	\$37.12	\$12.41	\$13.72	\$0.00	\$63.25
	08/01/2020	\$37.12	\$12.91	\$13.72	\$0.00	\$63.75
	12/01/2020	\$37.12	\$12.91	\$14.82	\$0.00	\$64.85
	06/01/2021	\$37.92	\$12.91	\$14.82	\$0.00	\$65.65
	08/01/2021	\$37.92	\$13.41	\$14.82	\$0.00	\$66.15
	12/01/2021	\$37.92	\$13.41	\$16.01	\$0.00	\$67.34
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2019	\$51.38	\$7.85	\$16.45	\$0.00	\$75.68
	12/01/2019	\$52.38	\$7.85	\$16.45	\$0.00	\$76.68
	06/01/2020	\$53.37	\$7.85	\$16.45	\$0.00	\$77.67
	12/01/2020	\$54.35	\$7.85	\$16.45	\$0.00	\$78.65
	06/01/2021	\$55.37	\$7.85	\$16.45	\$0.00	\$79.67
	12/01/2021	\$56.38	\$7.85	\$16.45	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2019	\$53.38	\$7.85	\$16.45	\$0.00	\$77.68
	12/01/2019	\$54.38	\$7.85	\$16.45	\$0.00	\$78.68
	06/01/2020	\$55.37	\$7.85	\$16.45	\$0.00	\$79.67
	12/01/2020	\$56.35	\$7.85	\$16.45	\$0.00	\$80.65
	06/01/2021	\$57.37	\$7.85	\$16.45	\$0.00	\$81.67
	12/01/2021	\$58.38	\$7.85	\$16.45	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2019	\$43.45	\$7.85	\$16.45	\$0.00	\$67.75
	12/01/2019	\$44.45	\$7.85	\$16.45	\$0.00	\$68.75
	06/01/2020	\$45.44	\$7.85	\$16.45	\$0.00	\$69.74
	12/01/2020	\$46.42	\$7.85	\$16.45	\$0.00	\$70.72
	06/01/2021	\$47.44	\$7.85	\$16.45	\$0.00	\$71.74
	12/01/2021	\$48.45	\$7.85	\$16.45	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2019	\$45.45	\$7.85	\$16.45	\$0.00	\$69.75
	12/01/2019	\$46.45	\$7.85	\$16.45	\$0.00	\$70.75
	06/01/2020	\$47.44	\$7.85	\$16.45	\$0.00	\$71.74
	12/01/2020	\$48.42	\$7.85	\$16.45	\$0.00	\$72.72
	06/01/2021	\$49.44	\$7.85	\$16.45	\$0.00	\$73.74
	12/01/2021	\$50.45	\$7.85	\$16.45	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2019	\$35.64	\$12.41	\$12.70	\$0.00	\$60.75
	12/01/2019	\$35.64	\$12.41	\$13.72	\$0.00	\$61.77
	06/01/2020	\$36.54	\$12.41	\$13.72	\$0.00	\$62.67
	08/01/2020	\$36.54	\$12.91	\$13.72	\$0.00	\$63.17
	12/01/2020	\$36.54	\$12.91	\$14.82	\$0.00	\$64.27
	06/01/2021	\$37.34	\$12.91	\$14.82	\$0.00	\$65.07
	08/01/2021	\$37.34	\$13.41	\$14.82	\$0.00	\$65.57
	12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2019	\$39.40	\$7.85	\$15.85	\$0.00	\$63.10
	12/01/2019	\$40.40	\$7.85	\$15.85	\$0.00	\$64.10
	06/01/2020	\$41.39	\$7.85	\$15.85	\$0.00	\$65.09
	12/01/2020	\$42.37	\$7.85	\$15.85	\$0.00	\$66.07
	06/01/2021	\$43.39	\$7.85	\$15.85	\$0.00	\$67.09
	12/01/2021	\$44.40	\$7.85	\$15.85	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS &amp; GASFITTERS LOCAL 12</i>	09/01/2019	\$57.69	\$11.82	\$17.01	\$0.00	\$86.52
	03/01/2020	\$59.19	\$11.82	\$17.01	\$0.00	\$88.02
	09/01/2020	\$60.69	\$11.82	\$17.01	\$0.00	\$89.52
	03/01/2021	\$62.19	\$11.82	\$17.01	\$0.00	\$91.02
	For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"					

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

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

\*\* Multiple ratios are listed in the comment field.

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

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

Form:\_\_\_\_  
Contract Number:\_\_\_\_\_

CITY OF SOMERVILLE

Rev. 11/14/2014



## **OSHA GENERAL CONTRACTOR CERTIFICATION FORM**

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

### **GENERAL CONTRACTOR'S CERTIFICATION – BID FORM**

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

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

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

**Signature:** \_\_\_\_\_  
**(Individual Submitting Bid)**  
**Duly Authorized**

**Name of Business or Entity:** \_\_\_\_\_

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

**RETURN THIS FORM WITH YOUR BID**

**TO:** City Vendors  
**FROM:** Fleet Division, City of Somerville  
**SUBJECT:** Vehicle Inspections Process under Somerville City Ordinance Chapter 12, Article VIII (“Ordinance to Safeguard Vulnerable Road Users”)

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

1. **Request for Inspection:** Inspections are conducted on Thursdays from 4pm-7pm at the Somerville Department of Public Works, located at 1 Franey Road. Each inspection takes approximately 20 minutes.
  - a. Any vendor covered by this Ordinance shall complete an inspection request form and email it to [fleetinspections@somervillema.gov](mailto:fleetinspections@somervillema.gov).
  - b. Please submit request form no later than 3pm on the Tuesday before the requested inspection date.
2. **Fee:** The fee for the initial inspection is \$100. The fee for a renewal inspection (every two years) is \$50.
  - a. Payment of the fee is due upon scheduling of the inspection. The fee can be paid via check or credit card. Checks should be made out to the City of Somerville and include the vendor’s phone number.
3. **Approval:** Vehicles inspected and approved by the Fleet Division will have an inspection approval sticker affixed to the windshield of the vehicle. A copy of the inspection report and certificate of inspection shall be issued to the vendor.
  - a. Inspection stickers are not transferable.
  - b. Any major overhaul of safe guard equipment shall be required to be re-inspected.
4. **Rejection:** If a vehicle is rejected for failing to comply with any of the technical specifications outlined in the ordinance, it shall be corrected and henceforth re-inspected within 30 days at no additional fee.
  - a. If a second inspection results in a rejection, a fee of \$50 will be required for any subsequent inspections.
  - b. Any vendor who fails to comply within 60 days of their first inspection may be subject to having their contract cancelled.
5. **Questions:** Please direct questions about vehicle inspections to Fleet Superintendent Ron Bonney at [rbonney@somervillema.gov](mailto:rbonney@somervillema.gov) or at (617) 625-6600, ext. 5524.

Acknowledgement

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

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

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Authorized Signatory’s Name

Date

---

Company Name

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

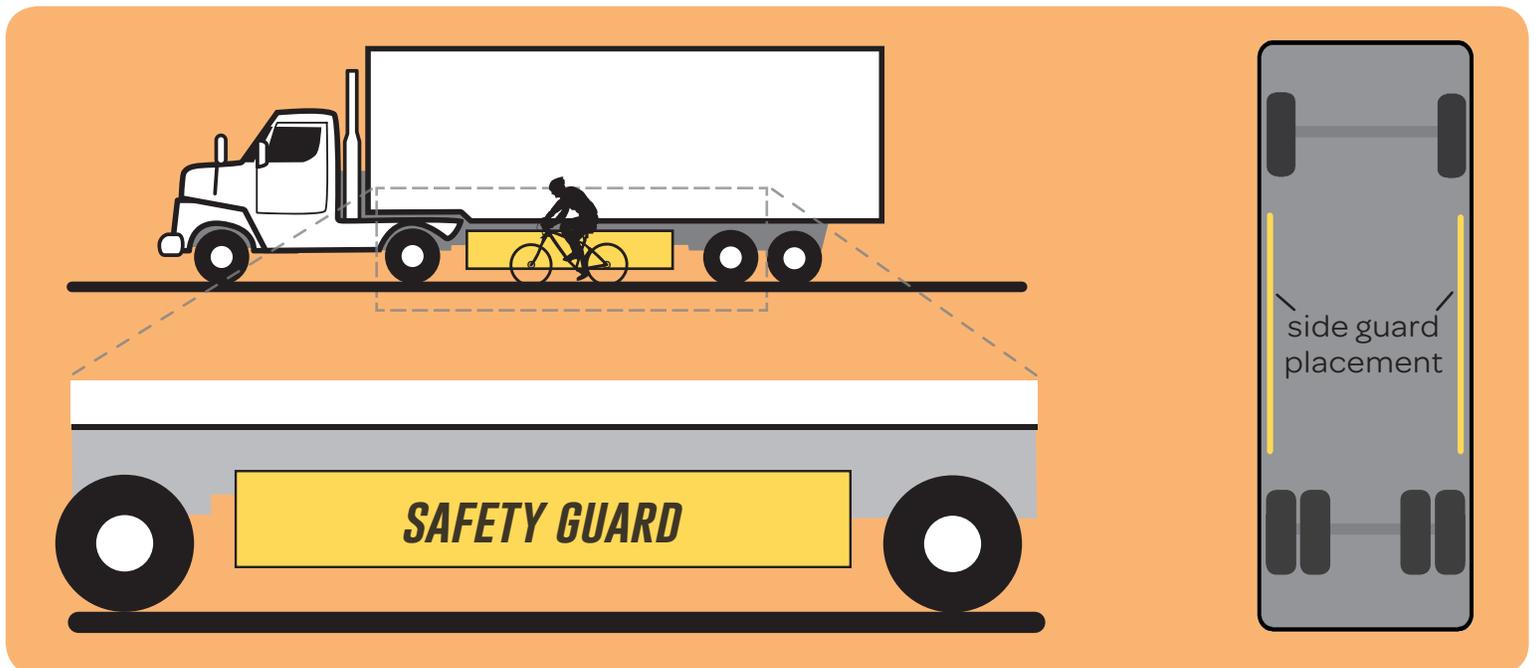
- Vehicles do not meet or exceed Class 3       Vehicles do not exceed 15 MPH       No vehicles on project  
 Other: \_\_\_\_\_
-



# CITY OF SOMERVILLE TRUCK SIDE GUARD ORDINANCE

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

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



## Questions about inspections?

Please contact the Fleet Superintendent, Ron Bonney, at:  
RBonney@SomervilleMA.gov or (617) 625-6600, ext. 5524.

# ORDINANCE REQUIREMENTS

## LATERAL PROTECTIVE DEVICES (SIDE GUARDS)

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



## SIDE-VISIBLE TURN SIGNALS

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



## CONVEX MIRRORS

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



## CROSS-OVER MIRRORS

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



## SAFETY DECALS

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

# COMMON QUESTIONS

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

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

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

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

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

# REGISTER FOR AN INSPECTION

Email inspection forms to: [FleetInspections@SomervilleMA.gov](mailto:FleetInspections@SomervilleMA.gov)

Questions about inspections? Please contact the Fleet Superintendent, Ron Bonney, at: [RBonney@SomervilleMA.gov](mailto:RBonney@SomervilleMA.gov) or (617) 625-6600, ext. 5524

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

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

**Sec. 2-355. Responsible Employer Ordinance.**

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

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

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

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

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

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

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

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

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

Receipt Acknowledged \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Name of Vendor

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

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

\_\_\_\_\_  
Signature

**CITY OF SOMERVILLE**  
**Responsible Employer Ordinance**

**WEEKLY COMPLIANCE FORM**

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

**STATEMENT OF COMPLIANCE**

Date \_\_\_\_\_

Period \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(Print Name) (Title)

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

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

\_\_\_\_\_ by this general contractor or  
(Building or Project)

subcontractor.

\_\_\_\_\_  
(Signature)  
Signed under the pains and penalties of perjury



## **SOMERVILLE SUPPLIER DIVERSITY CERTIFICATION FORM**

### **Background**

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

### **Application Process**

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

### **Certifications**

Check all those that apply:

- Minority Business Enterprises (MBE)**
- Women Business Enterprises (WBE)**
- Veteran Business Enterprises (VBE)**
- Portuguese Business Enterprises (PBE)**
- Other** \_\_\_\_\_

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

### **CERTIFIED BY:**

**Signature:** \_\_\_\_\_

**(Duly Authorized Representative of Vendor)**

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

**Name of Vendor:** \_\_\_\_\_

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



By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

### Line 5

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

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

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

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

**What Name and Number To Give the Requester**

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

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

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

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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



## SECRETARY OF THE COMMONWEALTH'S

### CERTIFICATE OF GOOD STANDING

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

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

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

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

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

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

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

#### **IMPORTANT NOTICE**

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

**INSURANCE SPECIFICATIONS**

**INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:**

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

A. GENERAL LIABILITY - Comprehensive Form

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

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

B. PROFESSIONAL LIABILITY.....\$ 1,000,000.00

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

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

EMPLOYERS' LIABILITY.....\$ Statutory

D. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

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

**Certificate Should Be Made Out To:**

**City Of Somerville  
c/o Purchasing Department  
93 Highland Avenue  
Somerville, Ma. 02143**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

ADD "X" HERETO CERTIFY THAT THE CITY OF SOMERVILLE IS AN ADDITIONAL INSURED

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

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

**CERTIFICATE HOLDER**

CERTIFICATES SHOULD BE MADE OUT TO:  
  
CITY OF SOMERVILLE  
c/o PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

**STATEMENT OF MANAGEMENT  
For Contracts over \$100,000**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

On behalf of \_\_\_\_\_  
(Name of Successful Bidder)

\_\_\_\_\_  
(Address and telephone of Successful Bidder)

\_\_\_\_\_  
(Name and title of person signing statement)

By: \_\_\_\_\_  
(Signature)

**CERTIFIED PUBLIC ACCOUNTANT STATEMENT**

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Business name, address and telephone number)

IFB # 20-20

## SECTION 4.0

### FORM FOR GENERAL BID

The undersigned proposes to furnish all labor and materials required for: SCAT Building Window Replacement

In accordance with the accompanying plans and specifications prepared by Russo Barr Associates, Inc. (55 Sixth Road Suite 6, Woburn MA 01801) and specified below, subject to additions and deductions according to the terms of the specifications.

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

- |   |
|---|
| <ul style="list-style-type: none"><li>• The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than <b>10/24/2019 by 2PM EST</b></li><li>• If the <b>awarded</b> vendor is a Corporation a "Certificate of Good Standing" (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 3.0.)</li><li>• <b>Awarded Vendor</b> must comply with Living Wage requirements (see Section 3.0; only for services)</li><li>• <b>Awarded Vendor</b> must comply with insurance requirements as stated in Section 3.0.</li><li>• The Purchasing Director reserves the right to accept or reject any or all bids and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.</li><li>• The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.</li><li>• This form to be enclosed in sealed bid package.</li></ul> |
|---|

<b>Base Bid amount (in figures):</b>	
\$	
Base Bid amount in words:	
<b>Add Alternate No. 1 (in figures):</b>	
<u>All work designated to be completed on the 2nd floor.</u> (Refer to Technical Specifications and Drawings)	\$
<b>Base Bid + Add Alternate No. 1 (in figures):</b>	
\$	
The bidder understands that the project construction cost estimate provided by the City is inclusive of all the work described in this form.	
The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond (as indicated in the "Key Project Information" section on the 2nd page of this bid), each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than one surety company, the surety companies shall be jointly and severally liable.	
The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.	

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

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

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

in which case the reasons for rejection were as follows:

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

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

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Name of Company/Individual:**

**Address, City, State, Zip:**

**Tel #**

**Email:**

**Name and Title of Person Signing**

**Signature of Authorized Individual**

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

**ACKNOWLEDGEMENT OF ADDENDA:**

**Addendum #1 \_\_\_\_ #2 \_\_\_\_ #3 \_\_\_\_ #4 \_\_\_\_ #5 \_\_\_\_ #6 \_\_\_\_ #7 \_\_\_\_ #8 \_\_\_\_ #9 \_\_\_\_ #10 \_\_\_\_**

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

**APPENDIX D**  
**General Conditions**

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

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## ARTICLE 1 DEFINITIONS

### 1.1. In General.

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

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

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

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

### 1.2. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.2.23. Samples.** Samples are physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged. Samples are not considered part of the Contract Documents.

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

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

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

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

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

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

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

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

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

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

## ARTICLE 2

## ABOUT THE CONTRACT DOCUMENTS

### 2.1. Priority;/Conflict.

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

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

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

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

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

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

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

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

### 2.2. Execution.

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

### 2.3. Intent.

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

**2.3.2. Statutory Provisions.** Each and every provision of law, code, and regulation, required by law to be inserted

in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

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

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

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

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

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

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

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

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

## **2.4. Organization.**

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

## **2.5. References.**

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

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

**2.6. Reuse of Design Professional's Written Instruments.**

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

**2.7. Written Material of the Contractor.**

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

**2.8. Modifying Words.**

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

**2.9. Use of Certain Words and Terms.**

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

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

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

**2.10. Modification of the Contract Documents.**

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

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

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

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

**ARTICLE 3  
THE CITY**

**3.1. Signatory.**

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

**3.2. Requirements to Provide Documents.**

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

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

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

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

### **3.3. Clerk of the Works.**

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

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

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

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

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

### **3.5. Limitations on the City's Responsibilities.**

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

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

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

### **3.6. Reservation of Rights.**

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

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

### **3.7. Waivers.**

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

**ARTICLE 4**  
**THE DESIGN PROFESSIONAL**

**4.1. City's Representative.**

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

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

**4.2. Administration of the Contract.**

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

**4.3. Visits to the Site.**

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

**4.4. Communications Facilitating Contract Administration.**

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

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

**4.5. Certification of Applications for Payment.**

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

**4.6. Rejection of Work.**

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

**4.7. Review of Submittals.**

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

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

#### **4.8. Preparation of Change Orders and Construction Change Directives.**

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

#### **4.9. Inspections.**

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

#### **4.10. Interpretations, Clarifications, and Decisions.**

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

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

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

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

#### **4.11. Limitation on the Design Professional's Responsibilities.**

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

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

## **ARTICLE 5 THE CONTRACTOR**

#### **5.1. Relationship with the City.**

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

## **5.2. Code of Conduct.**

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

## **5.3. Quality Assurance.**

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

## **5.4. Supervision.**

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

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

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

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

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

## **5.5. Personnel.**

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

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

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

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

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

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

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

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

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

## **5.6. Superintendence.**

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

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

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

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

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

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

**5.7. Materials, Labor, Equipment, Etc.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5.8.7.5.1.** whether the representation of Management in response to this paragraph and paragraphs 5.8.2. through 5.8.6 above are consistent with the result of Management's evaluation of the system of internal accounting controls; and

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

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

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

**5.9. Taxes.**

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

**5.10. Permits, Licenses, and Fees.**

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

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

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

**5.12. Additional Information from Design Professional.**

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

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

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

**5.13. "Or equal."**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **5.14. Substitute Construction Methods or Procedures.**

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

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

#### **5.15. Contractor's Progress Schedule.**

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

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

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

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

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

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

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

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

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

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

#### **5.16. Project Coordination.**

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

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

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

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

#### **5.17. Project Photographs.**

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

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

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

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

## **5.18. Record Documents and Samples at the Site.**

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

## **5.19. Submittals.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5.19.9.1.** The **Design Professional** will review and approve Submittals in accordance with the schedule of Submittals accepted by the **Design Professional** as required above. The **Design Professional's** review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The **Design Professional's** review and approval will not extend to means, method, technique, sequences, or procedures of construction (except where a particular means, method, technique, sequences or procedures of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

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

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

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

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

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

## **5.20. Continuing the Work.**

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

## **5.21. Use of Site; Access to Work.**

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

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

## 5.22. Protection of Persons and Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5.22.10. Safety Representative.** The **Contractor** shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

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

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

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

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

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

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

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

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

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

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

## **5.23. Cutting and Patching.**

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

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

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

## **5.24. Cleaning Up.**

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

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

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

## **5.25. Royalties and Patents.**

**5.25.1** The **Contractor** shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. To the fullest extent permitted by law, the **Contractor** shall indemnify and hold harmless the **City** and the **Design Professional** from and against all claims, costs, losses, and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents.

## **5.26. Contractor's Obligation to Perform.**

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

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

## **5.27. Indemnification; and Covenant Not To Sue.**

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

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

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

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

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

**5.28. Survival of Obligations.**

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

**ARTICLE 6  
SUBCONTRACTORS**

**6.1 Use of Subcontractors.**

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

**6.2 Substitution of Subcontractors.**

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

**6.3 Names of Subcontractors.**

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

**6.4 Objections to Subcontractors.**

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

**6.5 Form of the Subcontract.**

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

**6.6 Content of the Subcontract.**

**6.6.1.** In addition to all statutorily mandated provisions and provisions required elsewhere in the Contract Documents, each subcontract shall expressly provide that:

**6.6.1.1.** Each subcontract agreement for a portion of the Work is assigned by the **Contractor** to the **City** provided that:

**6.6.1.1.1.** the assignment is effective only after termination of the Contract by the **City** or the

**Contractor** and only for those subcontract agreements which the **City** accepts by notifying the Subcontractor in writing; and

**6.6.1.1.2.** the assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

**6.6.1.2.** Each Subcontractor is bound by the requirements of the Contract Documents for the express benefit of the **City**.

**6.6.1.3.** Each Subcontractor shall assume toward the **Contractor** all the obligations that the **Contractor** assumes toward the **City** and the **Design Professional**, unless otherwise provided by law.

## **ARTICLE 7 PERFORMANCE AND PAYMENT BONDS**

### **7.1. Form of Bonds.**

**7.1.1** The performance and labor and material or payment bonds shall be in the form required by the **City**, copies of which are included in the Project Manual. The **City** reserves the right to reject any bond that does not conform to the **City's** requirements.

### **7.2. Furnished by the Contractor. (Reference: M.G.L. c. 30, §39M(c);, M.G.L. c. 149, §29).**

**7.2.1** The **Contractor** shall furnish a performance bond and a labor and materials or payment bond, each with a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the **City** and each in the sum of the Contract Sum, the premiums for which are to be paid by the **Contractor** and are included in the Contract Sum. The bonds shall remain in effect until final payment is made. The sum of the bond(s) shall increase each time the Contract Sum is increased as a result of a Change Order.

### **7.3. Submission to the City.**

**7.3.1** The **Contractor** must submit the performance and a labor and materials or payment bonds to the **City** upon the **Contractor's** execution of the Agreement.

## **ARTICLE 8 INSURANCE REQUIREMENTS**

### **8.1 Insurance Certificates.**

**8.1.1** Prior to starting work on this project, the contractor shall deposit with the **City**, certificates from insurers clearly stating that the required insurance policies have been issued to the **Contractor** and will remain in effect during the time period required to complete this contract. ACCORD forms will not be accepted. The certificates must be in a form satisfactory to the **City**. The insurance shall include all major divisions of coverage, and shall be on a comprehensive general basis including: Premises and Operations (including X-C-U), Owners and Contractors Protective, Products and Completed Operations, Owned, Non-owned or Hired and/or Leased Motor Vehicles. Such insurance shall be written for not less than any limits of liability, required by law or the following limits, whichever are greater.

**8.2 Minimum Coverages.** The **Contractor** shall possess and maintain throughout the contract period/project, insurance in the kinds and amounts as stated in the Specification included in Appendix C of this Agreement. The **Contractor** may purchase and maintain excess liability insurance in the in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the required requirements set forth above (in addition to the umbrella limits required). Evidence of such excess liability shall be delivered to the **City** in the form of a certificate and the certificate indicating the policy numbers and limits of liability of all underlying insurance.

**8.3 Additional Insured.** The **City** shall be named as an additional insured on each certificate, and the certificate must have the endorsement of the insurance agency.

**8.4 Notice.** Each certificate shall contain a notation that the insurer will give 30 days notice to the **City** prior to cancellation, change or non-renewal of policy.

**8.5 Carrier Rating.** Insurance carriers MUST have an A.M. Best rating of "A" or better.

**8.6 Material Breach.** Failure of the contractor to provide and continue in force such insurance shall be deemed a material breach of contract and shall operate as immediate termination thereof.

**ARTICLE 9  
TESTS AND INSPECTIONS**

**9.1. Access.**

**9.1.1** The **City**, the **Design Professional**, and all other persons designated by the **City** shall have access to the Work at reasonable times for observing, inspecting, and testing. The **Contractor** shall provide them with proper and safe conditions for such access and advise them of the **Contractor's** site safety procedures and programs so that they may comply therewith as applicable.

**9.2. Tests and Inspections.**

**9.2.1.** The **Contractor** shall give the **Design Professional** timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

**9.2.2.** Unless otherwise provided, the **Contractor** shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the **City**, or with the appropriate public authority and shall bear all related costs of tests, inspections, and approvals. If the laws or regulations of any public body having jurisdiction require any Work or part thereof specifically to be inspected, tested, or approved by an employee or other representative of such public body, the **Contractor** shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith and furnish the **Design Professional** with the required certificates of inspection, testing, or approval.

**9.2.3.** The **Contractor** shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for the **Design Professional's** acceptance of materials or equipment to be incorporated into the Work, or of materials, mix designs, or equipment submitted for approval prior to the **Contractor's** purchase thereof for incorporation into the Work.

**9.2.4.** If any Work that is to be inspected, tested, or approved is covered by the **Contractor**, Subcontractor, or Sub-subcontractor without the prior written consent of the **Design Professional**, it must be uncovered for observation, inspection, testing, or approval, if requested by the **Design Professional**. The **Contractor** must recover the Work at its own expense.

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

**ARTICLE 10  
UNCOVERING AND CORRECTING WORK**

**10.1. Uncovering Work.**

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

**10.1.2.** If a portion of the Work has been covered which the **Design Professional** has not specifically requested to observe prior to its being covered, the **Design Professional** may request to see such Work, and it shall be uncovered by the **Contractor**. If it is found that such Work is in accordance with the Contract Documents, costs of uncovering and replacing shall, by appropriate Change Order, be charged to the **City**. If it is found that such Work is defective or not in accordance with the Contract Documents, the **Contractor** shall pay all claims, costs, losses, and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection, and testing and of satisfactory replacement of reconstruction (including, but not limited to, all costs of repair or replacement of work of others); and the **City** shall be entitled to an appropriate decrease in the Contract Sum. The **City** may take such decrease by reducing the then current application for payment accordingly or subsequent applications, if necessary, until the decrease is paid in full.

**10.2. Correcting Work.**

**10.2.1.** The **Contractor** shall promptly correct Work rejected by the **Design Professional** or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The **Contractor** shall bear all costs of correcting such rejected Work including additional testing and inspections and compensation for the **Design Professional's** services and expenses made necessary thereby and any cost, loss, or damages to the

**City** resulting from such failure or defect.

**10.2.2.** If, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established in Article 15, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the **City** to do so, unless the **City** has previously given the **Contractor** a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation to correct under this paragraph shall survive acceptance of the Work under the Contract and termination of the Contract. The **City** shall give such notice promptly after discovery of the condition.

**10.2.3.** The **Contractor** shall correct, remove, or replace portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the **Contractor** nor accepted by the **City**.

**10.2.4.** If the **Contractor** fails within a reasonable time to correct nonconforming Work, or to remove and replace rejected Work, or fails to perform the Work in accordance with the Contract Documents, the **City** may correct it in accordance with the provisions herein. If the **Contractor** does not proceed with correction, removal, or replacement of such nonconforming Work within seven (7) days from the date of written notice from the **Design Professional**, the **City** may correct it and store any salvageable materials or equipment at the **Contractor's** expense. If the **Contractor** does not pay costs of any such removal and storage within ten (10) days after written notice, the **City** may upon ten (10) additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the **Contractor**, including compensation for the **Design Professional's** services and expenses made necessary thereby. If such proceeds of sale do not cover all the costs that the **Contractor** should have born, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the **Contractor** are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **City**.

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

**10.2.6.** Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations that the **Contractor** might have under the Contract Documents. Establishment of the time period of one (1) year as described in the above paragraph related only to the specific obligation of the **Contractor** to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced nor to the time within which proceedings may be commenced to establish the **Contractor's** liability with respect to the **Contractor's** obligations other than specifically to correct the Work.

### **10.3. Acceptance of Nonconforming Work.**

**10.3.1** If, instead of requiring correction or removal and replacement of defective or nonconforming Work, the **City** prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the **City** may do so instead of requiring its removal and correction, in which case the **Contractor** shall pay all claims, costs, losses, and damages attributable to the **City's** evaluation of and determination to accept such defective or non-conforming Work. The Contract Sum will be reduced as appropriate. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 11 CHANGES IN THE WORK**

### **11.1. In General.**

**11.1.1.** The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to the **Contractor** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the **Contractor** shall be at the **Contractor's** expense without any change in the Contract Sum.

**11.1.2.** Without invalidating the Contract and without notice to any surety, the **City** may, at any time or from time to time, order additions to, deletions from, or revisions in the Work. Such additions, deletions, or revisions will be authorized by a Change Order, a Modification or a **Construction Change Directive**. Upon receipt of any such document, the **Contractor** shall promptly proceed with the Work involved that will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

**11.1.3.** The **Contractor** shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified, or supplemented, except as otherwise provided herein.

### **11.2. Change Orders.**

**11.2.1.** (*Reference:* M.G.L. c. 30, §39I;). The **Contractor** shall perform all the Work required by this Contract in

conformity with the Plans and Specifications contained herein. No willful and substantial deviation from said Plans and Specifications shall be made unless authorized in writing by the **City** and the **Design Professional** in charge of the Work who is duly authorized by the **City** to approve such deviations. In order to avoid delays in the prosecution of the Work required by such Contract, such deviation from the Plans or Specifications may be authorized by a written order of the **City** or the **Design Professional** so authorized to approve such deviation. Within thirty (30) days thereafter, such written order shall be confirmed by a certificate of the **City**, using AIA Document G701 (or its equivalent), stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures, or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the Project as a whole; (3) that either the work substituted for the Work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the **City** and the **Contractor** and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the **City**. The Change Order shall also indicate whether or not the date of substantial completion has been extended. The equitable adjustment in price shall be determined by the unit prices, if any, in the General Contractor's bid; otherwise, it shall be a number which is agreed to by both parties as a fair adjustment and which can be itemized and substantiated to the reasonable satisfaction of the Contracting Authority. Where increases and decreases to the Contract Sum are included in one Change Order, the negotiated allowance for overhead and profit shall be calculated on the basis of the net increase, if any.

### **11.3. Construction Change Directive.**

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

**11.3.2.** Upon request of the **City** or the **Design Professional**, the **Contractor** shall without cost to the **City** submit to the **Design Professional** in such form as the **Design Professional** may require, an accurate written estimate of the cost of any proposed extra work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the **Design Professional**. If required by the **Design Professional**, in order to establish the exact cost of new Work added or of previously required Work omitted, the **Contractor** shall obtain and furnish to the **Design Professional** bona fide proposals from recognized Suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the **Contractor's** expense.

**11.3.3.** The **Contractor** shall state in the estimate any extension of time required for the completion of the Work if the change or extra Work is ordered. The **Contractor** shall document, through a critical path analysis, or some other clearly delineated explanation, how the proposed change affects other aspects of the Work, and why it would require an extension of time. The **Contractor** shall promptly revise and resubmit such estimate if the **Design Professional** determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors.

**11.3.4.** If the **Construction Change Directive** provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods, as selected by the **City**, selection of which does not require the consent of the **Contractor**:

**11.3.4.1.** by unit prices stated in the Contract Documents or otherwise mutually agreed upon; or

**11.3.4.2.** by Cost and Percentages estimated by the **Contractor** as provided herein and accepted by the **City**, whereupon the **Contractor's** estimate shall become a fixed price which shall not be changed by any variation in the actual cost of executing the Work covered by the change; or

**11.3.4.3.** by actual Cost determined after the Work covered by the change is completed, plus Percentage; or

**11.3.4.4.** by submission to arbitration or a court, which shall determine the fair value of the Work covered by the change.

**11.3.5.** "Cost" shall mean the estimated or actual net increase or decrease in cost to the **Contractor**, Subcontractor, or Sub-subcontractor for performing the Work covered by the change, including actual payments for materials, equipment rentals, expendable items, wages, and associated benefits to the workers and to supervisors employed full time at the Site, insurance, bonds, and other provable direct costs, but not including any administrative, accounting or expediting costs, or other indirect or overhead costs, or any wages or benefits of supervisory personnel not assigned full time to the Site, or any amount for profit or fee to the **Contractor**, Subcontractor, or Sub-subcontractor.

**11.3.6.** "Percentage" shall mean an allowance to be added to or subtracted from the Cost in lieu of overhead and profit and of any other expense that is not included in the Cost of the Work covered by the change, as defined above. Percentage for a Sub-subcontractor shall be 8% of any net increase or decrease of Cost of any Work performed by the Sub-subcontractor's own forces plus 4% of any net increase or decrease in Cost of any Work performed for the Sub-subcontractor by lower tier Sub-subcontractors. Percentage for a Subcontractor shall be 12% of any net increase or decrease of Cost of any Work performed

by the Subcontractor's own forces plus 4% of the Cost of Work performed by Sub-subcontractors. Percentage for the **Contractor** shall be 15% of any net increase or decrease of Cost of any Work performed by the **Contractor's** own forces plus 5% of any net increase or decrease in the Cost for all other Work covered by the change. When the **Contractor** is also performing Work as a Subcontractor or Sub-subcontractor, the **Contractor** shall only be entitled to a total of no more than 15% of any net increase or decrease of Cost of any Work.

**11.3.7.** When in the reasonable judgment of the **Design Professional** a series of **Construction Change** Directives or Change Orders effect a single change, Percentage shall be calculated on the cumulative net increase or decrease in Cost, if any.

**11.3.8.** If unit prices are stated in the Contract Documents or are subsequently agreed upon, and if quantities originally contemplated are so changed in a Proposed Change Order or **Construction Change** Directive that the application of such unit prices to quantities of Work proposed will cause substantial inequity to the **City** or the **Contractor**, the applicable unit prices shall be equitably adjusted. Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) to complete the work contemplated by the contract, nor shall any such increases or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

**11.3.9.** If the **City** elects to determine the Cost of the Work as provided in method (11.3.4.1) using unit prices stated in the Contract Documents or subsequently agreed upon, the unit prices shall be subject to the prior paragraph. Notwithstanding the inclusion of unit prices in the Contract Documents, it shall be the **City's** option to require the Cost of any given change to be determined by one of the other methods stated in 11.3.4. If the **City** elected to determine the Cost of the change by unit prices and the nature of the work is such that its extent cannot readily be measured after the completion of such work or any subsequent Work, the **Contractor** shall keep daily records, available at all times to the **Design Professional** for inspection, of the actual quantities of such Work put in place, and delivery receipts or other adequate evidence, acceptable to the **Design Professional**, indicating the quantities of materials delivered to the Site for use in such unit price Work, and distinguishing such from other similar material delivered for use in Work include in the base Contract Sum. If so required by the **Design Professional**, materials for use in unit price Work shall be stored apart from all other materials on the Project.

**11.3.10.** If the **City** elects to determine the Cost of the Work as provided in methods 11.3.4.3. or 11.3.4.4. or if the method of determining the Cost has not been established before the Work is begun, the **Contractor** shall keep detailed daily records of labor and material costs applicable to the Work.

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

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

**11.3.13.** If the **Design Professional** and the **Contractor** do not agree with the adjustment in the Contract Time or the method for determining it, the adjustment or the method shall be referred to the **Design Professional** for determination.

#### **11.4. Minor Changes in the Work.**

**11.4.1.** The **Design Professional** has the authority to order minor changes in the Work. "Minor changes" as used in this paragraph mean changes which are so insignificant as to not affect the Contract Sum or the Contract Time and which are not inconsistent with the intent of the Contract Documents. Any minor change shall be committed to a written order which shall be binding on both the **City** and the **Contractor** and which shall be promptly carried out by the **Contractor**.

**11.5. Certificate of Appropriations.** (*Reference:* M.G.L. c. 44, §31C;). This Contract shall not be deemed to have been made until the **City's** auditor has certified thereon that an appropriation in the amount of this Contract is available therefor and that an officer or agent of the **City** has been authorized to execute said Contract and approve all requisitions and change orders. No order to the **Contractor** for a change in or addition to the Work, whether in the form of a drawing, plan, detail or any other written instruction, unless it is an order which the **Contractor** is willing to perform without any increase to the Contract price, shall be deemed to be given until the auditor has certified thereon that an appropriation in the amount of such order is available therefore; but such certificate shall not be construed as an admission by the **City** of its liability to pay for such work. The certificate of the auditor that an appropriation in the amount of this Contract or in the amount of such order is available shall bar any defense by the **City** on the grounds of insufficient appropriation.

## **ARTICLE 12 CHANGE IN THE CONTRACT TIME**

### **12.1. Date of Commencement.**

**12.1.1** The date of commencement of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the failure to act of the **Contractor** or persons or entities for whom the **Contractor** is responsible.

### **12.2. Progress and Completion.**

**12.2.1.** Time is of the essence; all time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the **Contractor** confirms that the Contract Time is a reasonable period for performing the Work.

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

**12.2.3.** At least ten (10) working days after the Notice to Proceed or twenty (20) working days before the first application for payment, the **Contractor** shall submit to the **Design Professional** a progress schedule showing for each class of Work included in the schedule of values, the percentage of completion to be obtained and the total dollar value of Work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of Work in place, but may include, at the **Design Professional's** discretion, the value of materials delivered but not in place.

**12.2.4.** The progress schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation (including adequate time for submission and review of submittals), and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The progress schedule will be reviewed by the **Design Professional** for compliance with the requirements of this Article and will be accepted by the **Design Professional** or returned to the **Contractor** for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the progress schedule has been approved by the **Design Professional**. The **Design Professional's** review of the progress schedule shall not impose any duty on the **Design Professional** or the **City** with respect to the timing, planning, scheduling, or execution of the Work. In particular, if the **Contractor** proposes a progress schedule indicating a date of Substantial Completion which is earlier than the Contract Time, the **Contractor** shall not be entitled to additional payment or compensation of any kind if, for any reason, the full Contract Time is required to achieve Substantial Completion of the Work.

**12.2.5.** If in any Application for Payment, the total value of the completed Work in place, as certified by the **Design Professional**, is less than 90% of the total value of the Work in place estimated in the progress schedule, the **City** may, at the **City's** option, require the **Contractor** to accelerate the progress of the Work without cost to the **City** by increasing the workforce or hours or Work or by other reasonable means approved by the **Design Professional**.

**12.2.6.** If each of three successive applications, as certified by the **Design Professional**, indicate that the actual Work completed is less than 90% of the values estimated in the progress schedule to be completed by the respective dates, the **City** may at the **City's** option, treat the **Contractor's** delinquency as a default justifying the action permitted under Article 18.

**12.2.7.** If the **Design Professional** has determined that the **Contractor** should be permitted to extend the time for completion as provided below, the calendar dates in the progress schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of the Work to be completed as of the first of each month shall be adjusted pro rata.

**12.2.8.** If the **Contractor** fails to submit any application for payment in any month, the **Design Professional** shall, for the purpose of this evaluation of progress, certify separately to the actual value of the Work in place completed as of the first of the month to the best of the **Design Professional's** knowledge.

**12.2.9.** Nothing herein shall limit the **City's** right to liquidated or other damages for delays by the **Contractor** or to any other remedy which the **City** may be entitled or may possess under other provisions of the Contract Documents or by law.

### **12.3. Delays and Extensions of Time.**

**12.3.1.** If the **Contractor** is delayed at any time in the progress of the Work by an act or neglect of the **City** or the **Design Professional**, or of an employee of either, or of a separate contractor employed by the **City**, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes (except weather) beyond the **Contractor's** control, or by delay authorized by the **City**, or by other causes which the **Design Professional** determines may justify delay, then the Contract Time shall be extended by Change Order or **Construction Change Directive** for such reasonable time as the **Design Professional** may determine.

**12.3.2.** Claims relating to time shall be made in accordance with applicable provisions of Article 16.

**12.3.3.** No claim for extension of time shall be allowed on account of failure of the **Design Professional** to furnish Plans, Specifications or instructions or to return Shop Drawings or Samples until fifteen (15) days after receipt by the **Design Professional** by registered or certified mail of written demand for such instructions, Plans, Specifications, or Samples, and then not unless such claim is reasonable.

**12.3.4.** No extensions of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the **Contractor**, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the Contract Sum on

account of any additional costs of operations or conditions resulting therefrom.

**12.3.5.** The **Contractor** hereby agrees that the **Contractor** shall have no claim for damages of any kind against the **City** or the **Design Professional** on account of any delay in the commencement of the Work and/or any hindrance, delay, or suspension of any portion of the Work, whether such delay is caused by the **City**, the **Design Professional**, or otherwise, except as and to the extent expressly provided under M.G.L. c. 30, §390, in the case of written orders by the **City**. The **Contractor** acknowledges that the **Contractor's** sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

**12.3.6.** (*Reference: M.G.L. c. 30, §390;*). (a) The **City** may order the **Contractor** in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the **City**, provided however that if there is a suspension, delay, or interruption for fifteen (15) days or more due to a failure of the **City** to act within the time specified in this Contract, the **City** shall make an adjustment in the Contract prices for any increase in the cost of performance of this Contract under this provision for any suspension, delay, interruption, or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract price under any other Contract provisions.

(b) The **Contractor** must submit the amount of a claim under provision (a) to the **City** in writing as soon as practicable after the end of the suspension, delay, interruption, or failure to act and, in any event, not later than the date of final payment under this Contract and, except for costs due to a suspension order, the **City** shall not approve any costs in the claim incurred more than twenty (20) days before the **Contractor** notified the **City** in writing of the act or a failure to act involved in the Claim.

In the event a suspension, delay, interruption, or failure to act of the **City** increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the **Contractor** for payment for an increase in the cost of its performance as provisions (a) and (b) give the **Contractor** against the **City**, but nothing in provisions (a) and (b) shall in any way change, modify, or alter any other rights which the **Contractor** or the Subcontractor may have against each other.

#### **12.4. Liquidated Damages.**

**12.4.1.** If the **Contractor** shall fail to achieve Substantial Completion within the Contract Time, it shall be liable to pay the **City** the daily amount specified in the Agreement, not as a penalty, but as a fixed and agreed upon damages for breach of contract. The said amount is fixed and agreed upon because of the difficulty of ascertaining the **City's** actual damages. It is mutually understood that the said amount is a reasonable approximation or estimate thereof as of the date of the Agreement. The **City** may elect to withhold said amount from periodic or final payments due to the **Contractor**, in addition to retainage and other back charges.

#### **12.5. Changes in the Contract Time.**

**12.5.1. In Writing.** The Contract Time may only be changed by a Change Order or a Modification. Any claim for an adjustment of the Contract Time shall be based on a written notice delivered to the party making the claim to the other party and to the **Design Professional** promptly (but in no event later than seven (7) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty (30) days after such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the **Design Professional** in accordance with Article 16. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph.

**12.5.2. Early Completion.** The Contract Time shall not be changed due to a delay in the **Contractor's** early completion date.

### **ARTICLE 13 PAYMENTS**

#### **13.1. Schedule of Values.**

**13.1.1.** The **Contractor** shall submit to the **Design Professional** a schedule of values which shall subdivide the Work into its component parts and shall include quantities, direct craft labor worker hours, labor cost and material/equipment cost. Labor cost shall include an appropriate amount of construction equipment costs, supplemental costs, administrative expenses, contingencies, and profit. The **Contractor** shall prepare the schedule of values in such form and supported by such data to substantiate its accuracy as the **Design Professional** may require and shall be revised if later found by the **Design Professional** to be inaccurate. This schedule, unless objected to by the **Design Professional**, shall be used as a basis for reviewing the **Contractor's** applications for payment.

#### **13.2. Content and Submission of Applications for Payment.**

**13.2.1.** At least ten (10) days before the date established for each progress payment, the **Contractor** shall submit to the **Design Professional** six (6) copies of an itemized application for payment for Work completed in accordance with the schedule of values. Such application shall be in a form or format established or approved by the **Design Professional** and shall be supported by documentation substantiating the **Contractor's** right to payment.

**13.2.2.** When **Construction Change** Directives have set forth an adjustment to the Contract Sum but have not yet been included in Change Orders, the value established by the **City** may be included in the application.

**13.2.3.** Applications covering Work of Subcontractors or Suppliers shall not include requests for payments of amounts the **Contractor** does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason. The **Contractor** shall not be paid for any Work performed by a Subcontractor unless and until the **City** receives for that Subcontractor a certificate of insurance that conforms to the requirements of the Contract Documents .

**13.2.4.** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. If approved in advance by the **City**, payment may similarly be made for materials and equipment suitably stored off the Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Site shall be conditioned upon the application for payment being accompanied by a bill of sale, an invoice, or other documentation warranting that the **City** has received the materials and equipment free and clear of all liens, claims, security interests, or encumbrances, hereinafter collectively referred to as "liens," and evidence that the materials and equipment are covered by appropriate insurance and other arrangements to protect the **City's** interest therein.

**13.2.5.** Each application for payment or periodic estimate requesting payment shall be accompanied by, at the **City's** option, a certificate from each Subcontractor stating that the Subcontractor has been paid all amounts due the Subcontractor on the basis of the previous periodic payment to the **Contractor**, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the **Contractor** shall furnish the **Contractor's** own written explanation to the **City** through the **Design Professional**. Such waiver or certificate shall be in a form acceptable to the **City**.

### **13.3. False Applications for Payment.**

**13.3.1.** (*Reference:* M.G.L. c. 266, §§67B). Any person who makes or presents to any claim upon or against any employee or department of the **City**, knowing such claim to be false, fictitious, or fraudulent shall be punished by a fine or not more than ten thousand dollars (\$10,000) or by imprisonment in the state prison for not more than five (5) years, or in the house of correction for not more than two and one-half years, or both.

### **13.4. Review of Applications for Payment.**

**13.4.1.** The **Design Professional** shall review each application for payment and will reject any application that (1) is not accompanied by the required documentation or (2) contains errors, mathematical or otherwise.

**13.4.2.** Within five (5) business days after receipt of an application for payment, the **Design Professional** will either (1) return the application to the **Contractor** with a written explanation as to why it was rejected or (2) issue to the **City** a certificate for payment, with a copy to the **Contractor**, for such amount as the **Design Professional** determines is properly due. In the event an application is returned to the **Contractor**, the date of receipt of the application shall be the date of receipt of the corrected application.

**13.4.3.** The **Design Professional** or the **City** may make changes to any application submitted by the **Contractor**.

**13.4.4.** By recommending any payment, the **Design Professional** will not thereby be deemed to have represented that: (1) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the **Design Professional** in the Contract Documents or (2) that there may not be other matters or issues between the parties that might entitle the **Contractor** to be paid additionally by the **City** or entitle the **City** to withhold payment to the **Contractor**. The **Design Professional's** approval of the application for payment and the accompanying documentation shall indicate that to the best of the **Design Professional's** knowledge, information, and belief, the Work has progressed to the point indicated by the **Contractor**, and that the quality of the Work is in accordance with the Contract Documents, subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests specified in the Contract Documents, final determination of quantities and classifications for unit price work and any other qualifications so stated.

**13.4.5.** The **Design Professional's** recommendation of any payment shall not mean that the **Design Professional** is responsible for the **Contractor's** means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the **Contractor** to comply with laws and regulations applicable to the furnishing or performance of Work, or for any failure of the **Contractor** to perform or furnish Work in accordance with the Contract Documents.

**13.4.6.** No certificate given or payment made shall be evidence of the performance of this Contract, either wholly or in part and no payment, whether made upon the final certificate or otherwise, shall be construed as an acceptance of defective work

or materials.

### 13.5. Decisions to Withhold Certification.

**13.5.1.** The **Design Professional** may refuse to recommend the whole or any part of any payment if, in the **Design Professional's** opinion, it would be incorrect to make the representations to the **City** referred to above.

**13.5.2.** If the **Contractor** and the **Design Professional** cannot agree on a revised amount, the **Design Professional** will promptly approve a certificate for payment for the amount for which the **Design Professional** is able to make such representations to the **City**. The **Design Professional** may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a certificate for payment previously issued, to such extent as may be necessary in the **Design Professional's** opinion to protect the **City** from loss because of:

**13.5.2.1.** defective Work not remedied;

**13.5.2.2.** third party claims filed or reasonable evidence indicating probable filing of such claims;

**13.5.2.3.** failure of the **Contractor** to make payments properly to Subcontractors or for labor, materials or equipment;

**13.5.2.4.** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

**13.5.2.5.** damage to the **City** or another contractor;

**13.5.2.6.** reasonable evidence that the Work will not be completed within the Contract Time, and that retainage currently held by the **City** would not be adequate to cover actual or liquidated damage for the anticipated delay;

**13.5.2.7.** persistent failure to carry out the Work in accordance with the Contract Documents; or

**13.5.2.8.** failure of mechanical trade or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings. The **Contractor** shall check record drawings each month. Written confirmation that the record drawings are current will be required by the **Design Professional** before approval of the **Contractor's** monthly payment requisition.

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

### 13.6. Progress Payments.

**13.6.1.** After the **Design Professional** has issued a certificate for payment, the **City** shall make payment in the manner and within the time provided in the Contract Documents.

**13.6.2.** (*Reference: M.G.L. c. 30, §39G, 39K;*). In the case of Contracts for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building when the amount is more than two thousand dollars, the following paragraph applies: Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by

the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

For all other construction contracts, progress payments are governed by chapter 30, §39G, and as follows: The **City** shall pay the amount due pursuant to any periodic, Substantial Completion or final estimate within thirty-five (35) days after receipt of written acceptance for such estimate from the **Contractor**. In the case of periodic payments, the **City** may deduct from its payment a retention based on its estimate of the fair value of its claims against the **Contractor**, a retention for direct payments to Subcontractors based on demands for same in accordance with M.G.L. c. 30, §39F; and a retention to secure satisfactory performance of the contractual work, not exceeding five percent (5%) of the approved amount of any periodic payment, and the same right to retention shall apply to bonded Subcontractors entitled to direct payment under M.G.L. c. 30, §39F; provided, that a five percent (5%) value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

**Retainage prior to Substantial Completion.** In all construction contracts, the City may hold back a retainage of up to five percent of each progress payment to ensure satisfactory completion of the work. In addition, the City may withhold any amounts in dispute, including disputed change orders and direct payments owed to subcontractors pursuant to Chapter 30, §39F of the General Laws.

**Payment upon Substantial Completion.** In the case of contracts for construction, reconstruction, alteration, repair, remodeling, or demolition of a public building, where the amount is more than \$2,000, Chapter 30, Section 39K, of the General Laws governs payment upon substantial completion. For all other contracts, Chapter 30, Section 39F of the General Laws governs payment upon substantial completion.

**13.6.3.** No periodic, Substantial Completion or final estimate or acceptance or payment thereof shall bar the **Contractor** from reserving all rights to dispute the quantity and amount of, or the failure of the **City** to approve a quantity and amount of, all or part of any Work item or extra Work item.

### **13.7. Final Payment.**

**13.7.1.** After final inspection and after the **Contractor** has completed all the required corrections to the satisfaction of the **Design Professional** and the **City** and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance, certificates of inspection, marked-up record documents, and all other documents called for in the Contract Documents, as well as any surplus materials requested by the **City**, the **Contractor** may make an application for final payment as provided below.

**13.7.2.** (*Reference:* M.G.L. c. 30, §39G;). Within thirty (30) days after receipt by the **City** of a notice from the **Contractor** stating that all of the Work required by the Contract has been completed, the **City** shall prepare and forthwith send to the **Contractor** for acceptance a final estimate for the quantity and price of the Work done and all retainage on the Work less all payments made to date, unless the **City's** inspection shows that Work required by the Contract remains incomplete or unsatisfactory, or that documentation required by the Contract has not been completed.

**13.7.3.** The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **City** other than those previously made in writing and still unsettled.

**13.7.4.** Interest. If the City fails to pay the Contractor within the time periods mandated by statute, the City shall pay interest to the Contractor in accordance with Chapter 30, Sections 39G and 39K, whichever is applicable.

### **13.8. Payments to Subcontractors.**

**13.8.1.** Neither the **City** nor the **Design Professional** shall have an obligation to pay or see to the payment of money to a Subcontractor, Sub-subcontractor, or Supplier except as may otherwise be required by law.

**13.8.2.** (*Reference:* M.G.L. c. 30, §39F;). (1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

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

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

(c) Each payment made by the **City** to the **Contractor** pursuant to paragraphs (a) and (b) of M.G.L. c. 30, §39F(1);, for the labor performed and the materials furnished by a Subcontractor shall be made to the **Contractor** for the account of that Subcontractor; and the **City** shall take reasonable steps to compel the **Contractor** to make each such payment to each such Subcontractor. If the **City** has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the **Contractor** or which is to be included in a payment to the **Contractor** for payment to the Subcontractor as provided in paragraphs (a) and (b) of M.G.L. c. 30, §39F(1), the **City** shall act upon the demand as provided in M.G.L. c. 30, §39F.

(d) If, within seventy (70) days after the Subcontractor has substantially completed the subcontract Work, the Subcontractor has not received from the **Contractor** the balance due under the subcontract including any amount due for extra labor and materials furnished to the **Contractor**, less any amount retained by the **City** as the estimated cost of completing the incomplete and unsatisfactory items of Work, the Subcontractor may demand direct payment of that balance from the **City**. The demand shall be by a sworn statement delivered to or sent by certified mail to the **City**, and a copy shall be delivered to or sent by certified mail to the **Contractor** at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract Work. [The demand letter shall indicate the certified mail number assigned by the postal service or the date of delivery to the **Contractor**.] Any demand made after substantial completion of the subcontract Work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the subcontract Work. Within ten (10) days after the Subcontractor has delivered or so mailed the demand to the **City** and delivered or so mailed a copy to the **Contractor**, the **Contractor** may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the **City**, and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the **Contractor** and of the amount due for each claim made by the **Contractor** against the Subcontractor.

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

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

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

(h) The **City** shall deduct from payments to a **Contractor** amounts that, together with the deposits in interest-bearing accounts pursuant to paragraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the **Contractor**.

(i) If the Subcontractor does not receive payment as provided in paragraph (a) or if the **Contractor** does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Subcontractor and the Subcontractor does not receive payment for same when due less the deductions provided for in paragraph (a), the Subcontractor may demand direct payment by following the procedure in paragraph (d) and the **Contractor** may file a sworn reply as provided in that same paragraph. A demand made after the first day of the month following that for which the Subcontractor performed or furnished the labor and materials for which the Subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the **Contractor**. Thereafter the **City** shall proceed as provided in paragraphs (e), (f), (g), and (h). “Subcontractor” as used in this

paragraph (1)(i) shall mean a person approved by the **City** in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the **Contractor**.

(2) Any assignment by a Subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of M.G.L. c. 149, §29; shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the **City** or which are on deposit pursuant to paragraph (g) shall be subordinate to the rights of all Subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) A **Contractor** or a Subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in herein by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A Subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in paragraph (f) by a petition in equity in the superior court against the **City** and the **Contractor** shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. M.G.L. c. 231, §§59 and 59B shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to §§59 and 59B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any Subcontractor with the petition of one or more Subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will present unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a Subcontractor filing a demand for direct payment for which no funds due the **Contractor** are available for direct payment shall have a right to file a petition in court of equity against the **City** claiming a demand for direct payment is premature, and such Subcontractor must file the petition before the **City** has made a direct payment to the Subcontractor and has made a deposit of the disputed portion as provided in part (iii) of paragraph (e) and in paragraph (f).

(4) In any petition to collect any claim for which a Subcontractor has filed a demand for direct payment the court shall, upon motion of the **Contractor**, reduce by the amount of any deposit of a disputed amount by the **City** as provided in part (iii) of paragraph (e) and in paragraph (f) any amount held under a trustee writ or pursuant to a restraining order or injunction.

## ARTICLE 14 SUBSTANTIAL COMPLETION

### 14.1. Substantial Completion.

**14.1.1.** Upon Substantial Completion of the Work, the **Contractor** shall present in writing to the **City** its certification that the Work has been substantially completed and include in its certification (1) a list of items to be completed or corrected, (2) all special warranties required by the Contract Documents, endorsed by the **Contractor** and in a form reasonably acceptable to the **Design Professional** and (3) the permits and certificates referred to in 13.7.1., or elsewhere. The failure to include any item on the list mentioned in the preceding sentence does not alter the responsibility of the **Contractor** to complete all Work in accordance with the Contract Documents. When the **Design Professional** on the basis of an inspection determines that the Work or designed portion thereof is substantially complete and the other conditions have been met, the **Design Professional** will then prepare a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the **City** and the **Contractor** for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the **Contractor** shall complete the items listed therein. The certificate of Substantial Completion shall be submitted to the **City** and the **Contractor** for their written acceptance of the responsibilities assigned to them in such certificate.

**14.1.2.** Within twenty-one (21) days after receipt of the certification from the **Contractor**, the **City** shall present to the **Contractor** either a written declaration that the Work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the Contract sufficient to demonstrate that the Work has not been substantially completed. The **City** may include with such list a notice setting forth a reasonable time within which the **Contractor** must achieve Substantial Completion of the Work. If the **City** fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the **Contractor's** certification within the twenty-one (21) day period, the **Contractor's** certification shall take effect as the **City's** declaration that the Work has been substantially completed.

### 14.2. Partial Use or Occupancy of the Premises.

**14.2.1.** The **City** may occupy or use any completed or partially completed portion of the Work at any stage. Such

partial occupancy or use may begin whether or not the portion is substantially complete, provided that the respective responsibilities of the **City** and the **Contractor** with respect to payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work, insurance, correction of the Work, and warranties shall be established by agreement of the **City** and the **Contractor** or, absent such agreement, shall be determined by the **Design Professional** subject to the right of either party to contest such determination as provided in Article 16.

**14.2.2.** Immediately prior to such partial occupancy or use, the **City**, the **Contractor** and the **Design Professional** shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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

**14.2.4.** (*Reference: M.G.L. c. 30, §39G*). Within sixty-five (65) days after the effective date of a declaration of Substantial Completion, the **City** shall prepare and send to the **Contractor** for acceptance a Substantial Completion estimate for the quantity and price of the Work done and all but one percent (1%) retainage on that Work, including the quantity, price and all but one percent (1%) retainage for the undisputed part of each item and extra work item in dispute, but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory items and less the total periodic payments made to date for the Work. The **City** shall also deduct from the Substantial Completion estimate an amount equal to the sum of all demands for direct payment filed by Subcontractors and not yet paid to Subcontractors or deposited in joint accounts pursuant to M.G.L. c. 30, §39F.

**14.2.5.** (*Reference: M.G.L. c. 30, §39G*). If the **City** fails to prepare and send to the **Contractor** any Substantial Completion estimate required by the provisions herein on or before the date specified, the **City** shall pay to the **Contractor** interest on the amount which would have been due to the **Contractor** pursuant to such Substantial Completion estimate at the rate of three (3) percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the **City** sends that Substantial Completion estimate to the **Contractor** for acceptance or to the date of payment therefor, whichever occurs first. The **City** shall include the amount of such interest in the Substantial Completion estimate.

**14.2.6.** (*Reference: M.G.L. c. 30, §39G*). Within fifteen (15) days after the effective date of the declaration of Substantial Completion, the **City** shall send to the **Contractor** by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory items, and unless delayed by causes beyond its control, the **Contractor** shall complete all such items within forty-five (45) days after the receipt of such list or before the date for final payment and acceptance, whichever is later. If the **Contractor** fails to complete such Work within such time, the **City** may, subsequent to seven (7) days' written notice to the **Contractor** by certified mail, return receipt requested, terminate the Contract and complete the incomplete or unsatisfactory items and charge the cost of same to the **Contractor**.

### **14.3. Final Inspection.**

**14.3.1.** Upon written notice from the **Contractor** that the entire Work or an agreed portion thereof is complete, the **Design Professional** will make a final inspection with the **City** and the **Contractor** and will notify the **Contractor** in writing of all particulars which this inspection reveals that the Work is incomplete or defective. The **Contractor** shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

## **ARTICLE 15 GUARANTEES AND WARRANTIES**

### **15.1. In General.**

**15.1.1.** All guarantees and warranties specifically called for by the Specifications shall expressly run to the benefit of the **City**. Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City shall constitute any acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) will give notice of observed defects with reasonable promptness.

### **15.2. Warranties.**

**15.2.1.** Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof, unless otherwise provided in the certificate of Substantial Completion.

**15.2.2.** The **Contractor** warrants that the materials and equipment furnished under the Contract will be new and of recent manufacture unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in

conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The **Contractor's** warranty excludes remedy for damage or defect caused by abuse, Modifications not executed by the **Contractor**, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the **Design Professional**, the **Contractor** shall furnish satisfactory evidence as to the kind and quality of material and equipment.

**15.2.3.** The **Contractor** warrants that title to all Work covered by an application for payment will pass to the **City** either by incorporation in the construction or upon the receipt of payment by the **Contractor**, whichever occurs first, free and clear of all liens. The **Contractor** further agrees that the submission of any application for payment shall conclusively be deemed to waive all liens with respect to said Work to which the **Contractor** may then be entitled, provided that such waiver of the lien rights shall not waive the **Contractor's** right to payment for such Work.

**15.2.4.** The **Contractor** warrants and guarantees that title to all Work, materials, and equipment covered by any application for payment, whether incorporated in the Project or not, will pass to the **City** no later than the time of payment free and clear of all liens.

**15.2.5.** No materials or supplies for the Work shall be purchased by the **Contractor** or Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The **Contractor** warrants that it has good title to all materials and supplies used by it in the Work, free from all liens.

**15.2.6.** The **Contractor** shall indemnify and hold the **City** harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The **Contractor** shall at the **City's** request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the **Contractor** fails to do so, then the **City** may, after having served written notice on the **Contractor** either pay unpaid bills, of which the **City** has written notice, direct, or withhold from the **Contractor's** unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the **Contractor** shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations on the **City** to either the **Contractor** or its surety. In paying any unpaid bills of the **Contractor**, the **City** shall be deemed the agent of the **Contractor** and any payment so made by the **City** shall be considered as payment made under the Contract by the **City** to the **Contractor** and the **City** shall not be liable to the **Contractor** for any such payment made in good faith.

### **15.3. Extended Warranties and Guarantees.**

**15.3.1.** Any defective Work that is either corrected or replaced will be warranted and guaranteed for a period of three (3) years from the date of such correction or replacement.

## **ARTICLE 16 CLAIMS**

### **16.1. In General.**

**16.1.1. Written Notice.** A Claim must be made by written notice to the other party.

**16.1.2. Content of Notice.** The notice must include all written supporting data.

**16.1.3. Burden of Proof.** The party making the Claim must substantiate the Claim.

### **16.2. Time Limits on Claims.**

**16.2.1.** Unless otherwise provided, all Claims must be made within twenty-one (21) days after the occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Any change or addition to a previously made Claim shall be made by a written notice within the twenty-one-day period in order to be valid.

### **16.3. Continuing Contract Performance.**

**16.3.1.** Pending final resolution of a Claim including arbitration, unless otherwise agreed in writing, the **Contractor** shall proceed diligently with performance of the Contract and the **City** shall continue to make payments in accordance with the Contract Documents.

### **16.4. Types of Claims.**

**16.4.1. Claims for Differing Subsurface or Latent Physical Conditions.** (*Reference: M.G.L. c. 30, §39N;*). If, during the progress of the Work, the **Contractor** or the **City** discovers that the actual subsurface or latent physical conditions encountered at the Site differ substantially or materially from those shown on the Plans or indicated in the Contract Documents, either the **Contractor** or the **City** may request an equitable adjustment in the Contract Sum of the Contract applying to Work

affected by the differing Site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a **Contractor**, or upon its own initiative, the **City** shall make an investigation of such physical conditions, and if they differ substantially or materially from those shown on the Plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work, the **City** shall make an equitable adjustment in the Contract Sum and the Contract shall be modified in writing accordingly.

**16.4.2. Claims for Additional Cost.** If the **Contractor** claims that any acts or omissions of the **City** or the **Design Professional**, including any instructions or orders, whether oral, written, by drawings, or otherwise, involve extra cost or time, and the **Contractor** has not received a written acknowledgment by the **City** or the **Design Professional** that extra payment will be made or time extended on account thereof, the **Contractor** shall promptly so notify the **Design Professional** in writing of such Claim and shall proceed with the Work relating to such Claim and all rights of both parties with respect to such Claim shall be deemed to have been reserved. No Claim by the **Contractor** on account of such acts, omissions, instructions, or orders shall be valid unless the **Contractor** has so notified the **Design Professional** before proceeding.

**16.4.2.1.** Under no circumstances shall a Claim be made for additional cost where adverse weather conditions are the basis for the Claim.

**16.4.3. Claims for Additional Time.** If the **Contractor** wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The **Contractor** shall have the burden of demonstrating the effect of the claimed delay on the Contract Time and shall furnish the **Design Professional** with such documentation relating thereto as the **Design Professional** may reasonably require. Under no circumstances shall the **Contractor** make a Claim for an increase in the Contract Time due to a change in the **Contractor's** early completion date. If the increase in the Contract Time extends beyond the Contract Time established by the **City**, only the time that so extends beyond the Contract Time shall be reviewed and considered. In the case of a continuing delay, only one Claim is necessary.

**16.4.3.1.** Under no circumstances shall a Claim be made for additional time where adverse weather conditions are the basis for the Claim.

**16.4.4. Claims for Injury to Person or Damage to Property.** Should either party to the Contract suffer injury to person or damage to property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, a Claim will be made in writing to the other party within twenty-one (21) days of the occurrence of the act giving rise to the injury or damage.

## **16.5. Review of Claims.**

**16.5.1. Initial Referral.** All Claims, the bases of which arise prior to final payment or the earlier termination of the Contract, shall be referred initially to the **Design Professional** for action as provided herein.

**16.5.2. Time Period and Action.** The **Design Professional** shall review Claims and shall do one of the following within fourteen (14) days of receipt of the Claim:

**16.5.2.1.** defer any action with respect to all or any part of a Claim for the purpose of requesting and receiving additional information from either party;

**16.5.2.2.** decline in writing to render a decision for any reason which it deems appropriate (including, but not limited to, the fact that the Claim involves allegations of fault on the part of the **Design Professional**); or

**16.5.2.3.** render a decision on all or a part of the Claim.

**16.5.3.** If the **Design Professional** requests additional information, the **Design Professional** shall take action with respect to the Claim no later than fourteen (14) days after receipt of the additional information. The **Design Professional** shall notify the parties in writing of its disposition of such Claim. If the **Design Professional** renders a decision or declines to render a decision, either party may proceed in accordance with paragraph 16.7.

## **16.6. Decisions.**

**16.6.1. Decisions by the City or the Design Professional.** (*Reference: M.G.L. c. 30, §39P*). In every case in which this Contract requires the **City**, any official, or its **Design Professional** to make a decision on interpretation of the Specifications, approval of equipment, material or any other approval, or progress of the Work, the decision shall be made promptly and, in any event, no later than fourteen (14) days after the written submission for decision; but if such decision requires extended investigation and study, the **City**, the official, or the **Design Professional** shall, within fourteen (14) days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty-day period and the date by which the decision will be made.

**16.6.2. When Decision of the Design Professional is Final and Binding.** The decision of the **Design Professional**

shall be final and binding on the parties, unless a party files suit or a demand for arbitration within thirty (30) days after the date of the decision.

**16.6.3. When Decision of the Design Professional is Not Final and Binding.** (*Reference: M.G.L. c. 30, §39J*). Notwithstanding any contrary provision of this Contract, no decision by the **City** or by the **Design Professional** on a dispute, whether of fact or of law, arising under said Contract shall be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, arbitrarily, is unsupported by substantial evidence, or is based upon error of law.

**16.6.4. Resolved Claims.** If a Claim is resolved, the **Design Professional** shall obtain or prepare the appropriate documentation and provide the **City** and the **Contractor** with a copy of same.

## **16.7. Arbitration.**

**16.7.1. Controversies and Claims Subject to Arbitration.** Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, except controversies or Claims relating to aesthetic effect, subject to the provisions of paragraph 16.7.7. In any such arbitration in which the amount stated in the demand is \$100,000 or less, the American Arbitration Association shall appoint a single arbitrator in accordance with such Rules, who shall be a lawyer. In any such arbitration in which the amount stated in the demand is in excess of \$100,000, the demand shall include the name of an arbitrator appointed by the claimant. The respondent shall appoint a second arbitrator and shall notify the claimant in writing of such appointment within thirty (30) days of receipt of the demand, failing which the matter shall be decided by the arbitrator named in the claimant's demand. Within thirty (30) days after the claimant's receipt of notice of the appointment of the second arbitrator, the two arbitrators shall appoint a neutral arbitrator and shall notify the parties in writing of such appointment, failing which either party may apply to the American Arbitration Association to appoint such neutral arbitrator. If such neutral arbitrator is appointed by the American Arbitration Association, he or she shall be a lawyer.

**16.7.2. Rules for Arbitration.** If the neutral arbitrator is appointed by the American Arbitration Association, the said Association shall administer the arbitration and its Construction Industry Arbitration Rules shall govern all aspects of the proceeding including the enforcement of any award. If the neutral arbitrator is not appointed by the American Arbitration Association, then the panel of arbitrators shall act as the administrator of the arbitration but the Construction Industry Arbitration Rules of the Association shall nonetheless govern all aspects of the proceeding, including the enforcement of any award, provided however that the arbitration panel shall have all of the powers and duties conferred on the Association pursuant to said rules. In addition, the following rules shall govern the selection of arbitrators and the proceedings:

**16.7.2.1.** Neither party may appoint as arbitrator an employee or an owner of that party, nor the parent, spouse, or child of an employee or owner of that party.

**16.7.2.2.** After the neutral arbitrator has been appointed, neither party may engage in *ex parte* communication with any arbitrator.

**16.7.3. When Arbitration May Be Demanded.** Demand for arbitration of any Claim, the basis of which arises prior to final payment or the earlier termination of the Contract may not be made before the earlier of (1) the date on which the **Design Professional** has rendered a written decision on the Claim or has notified the parties in writing that such decision will not be rendered or (2) forty-five (45) days following receipt by the **Design Professional** of a written request for a decision sent by registered or certified mail to both the **Design Professional** and the other party to this Contract.

**16.7.3.1.** In no event shall a demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

**16.7.4. Limitation on Consolidation or Joinder.** No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, the **Design Professional**, the **Design Professional's** employees or consultants, except by written consent containing specific reference to the Contract and signed by the **Design Professional**, the **City**, the **Contractor**, and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the **City**, the **Contractor**, a separate contractor, and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the **City**, the **Contractor**, or a separate contractor shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a dispute not described therein or with a person or entity so named or described herein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Contract shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**16.7.5. Claims and Timely Assertion of Claims.** A party who files a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. When a party fails to include a Claim through oversight, inadvertence, or excusable neglect, or when a Claim has matured or been acquired subsequently, the

arbitrator or arbitrators may permit amendment.

**16.7.6. Award Final.** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**16.7.7. The City's Reservation of Rights.** Notwithstanding any provision contained in this Article 16 or elsewhere in the Contract Documents, the **City** reserves the following rights in connection with Claims between the **City** and the **Contractor**, which rights may be exercised by the **City** unilaterally, in the **City's** sole discretion, and without the consent of the **Contractor**:

**16.7.7.1.** the right to institute legal action against the **Contractor** in any court of competent jurisdiction in lieu of demanding arbitration, in which case the dispute or disputes which are the subject of such action shall be decided by such court, and not by arbitration;

**16.7.7.2.** the right to obtain from any court of competent jurisdiction a stay of any arbitration instituted by the **Contractor**, provided that the application for such stay is made before the appointment of the neutral arbitrator in such arbitration, in which case the dispute or disputes which are the subject of such arbitration shall be decided by such court and not by arbitration;

**16.7.7.3.** the right to require the **Contractor** to join as a party in any arbitration between the **City** and the **Design Professional** relating to the Project, in which case the **Contractor** agrees to be bound by the decision of the arbitrator or arbitrators in such arbitration.

**16.7.8.** In case the **City** elects to proceed in accordance with 16.7.7.1. or 16.7.7.2. above, the word "litigation" shall be deemed to replace the word "arbitration" wherever the latter word appears in the Contract Documents.

## **ARTICLE 17 EMERGENCIES**

**17.1.** In an emergency affecting the health and safety of persons or property, the **Contractor** shall act to prevent threatened damage, injury, or loss.

**17.2.** In emergencies affecting the health, safety, or protection of persons, the Work or property at the Site or adjacent thereto, the **Contractor**, without special instruction or authorization from the **City** or the **Design Professional**, is obligated to act to prevent threatened damage, injury, or loss. The **Contractor** shall give the **Design Professional** prompt written notice if the **Contractor** believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the **Design Professional** determines that a change in the Contract Documents is required because of the action taken by the **Contractor** in response to such an emergency, a **Construction Change** Directive or Change Order will be issued to document the consequences of such action.

## **ARTICLE 18 TERMINATION OR SUSPENSION OF THE CONTRACT**

**18.1. Suspension by the City.**

**18.1.1.** At any time and without cause, the **City** may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the **Contractor** and the **Design Professional** that will fix the date on which Work will be resumed. The **Contractor** shall resume Work on the date so fixed. The **Contractor** shall be allowed an adjustment in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any such suspension if the **Contractor** makes an approved Claim therefor, provided, however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the Awarding Authority to act within the time specified in this contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the General Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption, or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions. The General Contractor must submit the amount of a claim under provision (1) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim. The General Contractor must submit the amount of a claim under provision (1) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

18.1.1.1 Notwithstanding the above, if the City is required to suspend the work as a result of a request from the Office of the Attorney General in connection with a bid protest or an injunction, the Contractor shall not have a claim for

damages, but the City shall extend the date of substantial completion for a period of time commensurate with the period of the suspension, and the liquidated damages clause shall not take effect until the extended date of substantial completion. If any of the following occurrences causes a delay in the work, the Contractor shall immediately notify CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) in writing. If, upon investigation, the City finds that the delay is excusable, the City shall extend the date of substantial completion for a period of time commensurate with the period of the excusable delay, and the liquidated damages clause shall not take effect until the extended date of substantial completion: (1) any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; (2) delays which are caused by the City and which are not occasioned by the Contractor's failure to supply CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) or its design professional with progress schedules, documents, samples, and the like, in a timely manner; (3) causes not reasonably foreseeable by the parties to this Contract, which are beyond the reasonable control of the Contractor, such as blizzards, floods, hurricanes, tornadoes, and strikes; (4) any delay of any subcontractor resulting from paragraphs (1), (2), or (3).

**18.1.2.** If the Work is defective, if the **Contractor** fails to provide a sufficient number of skilled workers or suitable materials or equipment, or if the **Contractor** defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the **City** to begin and prosecute correction of such default or neglect with diligence and promptness, the **City** may correct such deficiencies, without prejudice to other remedies the **City** may have. In such case, an appropriate **Construction Change** Directive shall be issued deducting from payments then or thereafter due to the **Contractor** the cost of correcting such deficiencies including compensation for the **Design Professional's** additional services and expenses made necessary by such default, neglect, or failure and any and all direct, indirect, or consequential costs associated with the order to stop the Work. If such payments then or thereafter due the **Contractor** are not sufficient to cover such amounts, the **Contractor** shall immediately pay the difference to the **City**. The **Contractor** shall remain responsible for maintaining progress and shall not be entitled to any increase in the Contract Time or the Contract Sum.

## **18.2. Termination by the Contractor.**

**18.2.1.** If, through no act or fault of the **Contractor**, a Subcontractor, or a Sub-subcontractor, the Work is suspended for a period of more than ninety (90) days by the **City**, or under an order of court or other public authority, or the **Design Professional** fails to act on any application for payment within thirty (30) days after it is submitted in proper form and content or the **City** fails for thirty (30) days to pay the **Contractor** any sum finally determined to be due, then the **Contractor** may terminate the Contract upon seven (7) days' written notice to the **City**, provided that the **City** does not remedy such suspension or failure within that time.

## **18.3. Termination by the City.**

**18.3.1.** If the **Contractor** is adjudged a bankrupt, or if the **Contractor** makes a general assignment for the benefit of the **Contractor's** creditors, or if a receiver is appointed on account of the **Contractor's** insolvency, or if the Contractor makes a written admission of the Contractor's inability to pay debts, or if the Contractor becomes a debtor or defendant in (i) a voluntary or involuntary petition in bankruptcy, (ii) a petition for appointment of a receiver, (iii) a levy of an attachment or execution, (iv) a winding up or dissolution of a partnership or corporation, (v) or any other proceeding under which a court of competent jurisdiction assumes custody or control over the Contractor, or if the **Contractor** persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or fails to prosecute the work with such diligence as will, in the reasonable estimation of the City, ensure substantial completion within the time specified in the Contract Documents, or if the **Contractor** fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction or disregards an instruction, order, or decision of the **Design Professional**, or otherwise is in breach of any provision of the Contract and has failed to cure such breach after written notice from the City specifying 1) the breach, 2) what must be done to cure the breach, and 3) the time within which the breach must be cured, or otherwise is guilty of substantial violation of any provision of the Contract, then the **Contractor** shall be in default, and the **City** may, without prejudice to any other right or remedy and upon written notice to the **Contractor**, temporarily withhold cash payments pending correction of the deficiency, hold the Contractor and its sureties liable in damages, require the Contractor's sureties to complete the Contract, take possession of all materials, tools, appliances, equipment, construction equipment and machinery and vehicles, offices and other facilities on the Project Site, and all materials intended for the Work, wherever stored, without liability for loss or damage, following which use, the Contractor shall be liable for their removal from the site; and, seven (7) days after such notice, may terminate the employment of the **Contractor**, accept assignment of any or all subcontracts pursuant to Paragraph 6.6.1.1, and finish the Work by whatever method the **City** may deem expedient (including but not limited to using the services of another contractor (in which case the City shall have no obligation to use a competitive process to obtain the lowest contract prices) and look to the

Contractor and the Contractor's sureties for the difference between the cost to complete the work and the contract sum hereunder.

The **City** shall be entitled to collect from the **Contractor** all direct, indirect, and consequential damages suffered by the **City** on account of the **Contractor's** default, including without limitation additional services and expenses of the **Design Professional** made necessary thereby. The **City** shall be entitled to hold all amounts due to the **Contractor** at the date of termination until all of the **City's** damages have been established, and to apply such amounts to such damages.

**18.3.1.1.** HUD Action. If the Contractor is in default, HUD and/or any other administering agency named herein may, with or without the consent of the City, cancel, suspend, or terminate this Contract in whole or in part; require the withholding or disallowance all or part of the funding for the project; declare the contractor ineligible for further Government contracts or avail itself of any other remedies available under the law.

**18.3.2.** (*Reference:* Somerville Municipal Code Chapter 2.117, Section 2.117.110C). In the event the **Contractor** or any of its agents or employees violates any provision of Somerville Municipal Code Chapter 2.117 that is applicable to **City** contractors in connection with the awarding, administration, or performance of the Contract, the **City** may terminate the Contract.

**18.3.3.** (a) The City may terminate this Contract without cause, at any time, effective upon the date of termination specified by written notice to the Contractor, in which case, the Contractor shall be compensated for: (1) sums due under this Contract incurred up to the date of termination for all Work performed and accepted by the City up to the termination date, calculated on a percentage completion basis covering the period of time between the last approved application for payment and the date of termination using the progress schedule and schedule of values. The Contractor shall use its best efforts to mitigate any expenses and shall in no event incur any new obligations after the date of termination.

(1) Payment by the City as provided in this section shall be deemed to fully compensate the Contractor for all expenses and those of any consultants, subcontractors and suppliers, directly or indirectly attributable to the termination. Lost profits shall not be payable. Any such termination shall not give rise to any cause of action for damages against the City.

(b) Contractor's Duties Upon Termination For Convenience. Upon termination of this Contract without cause, the Contractor shall: (1) immediately stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts (subject to the City providing notice that it accepts assignment of any or all subcontracts pursuant to Paragraph 6.6.1.1); (4) surrender the site to City in a safe condition; and (5) promptly transfer to City all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all work product, plans, drawings, specifications and other information and documents used in connection with Services performed under this Contract. Failure by the Contractor to comply with said duties shall relieve the City of its obligation to compensate the Contractor, as provided for under this section.

## ARTICLE 19

### AMERICANS WITH DISABILITIES ACT (42 U.S. 12131)

**19.1.** On July 26, 1994, the Americans with Disabilities Act ("the Act") became effective for employers of fifteen or more employees.

**19.2.** The Act protects against discrimination on the basis of "disability," which is defined as a physical or mental impairment that substantially limits at least one "major life activity;" or discrimination against an individual who has a record of such impairment; or discrimination against an individual being regarded - even if inaccurately - as having such impairment. The Act also expressly prohibits job discrimination that is based on any individual's relationship or association with a disabled person.

**19.3.** If the **Contractor** is subject to the Act, it must comply with its provisions.

## ARTICLE 20

### WRITTEN NOTICE TO THE PARTIES

**20.1. In General.**

**20.1.1.** All written communications from the **Design Professional** to the **Contractor** shall be copied to the **City**. All written communications from the **Contractor** to the **Design Professional** shall be copied to the **City**. All written communications from the **Contractor** to the **City** shall be copied to the **Design Professional**.

**20.2. Addresses.**

**20.2.1. To the City.** Written notice to the **City** shall be sent or hand-delivered to:

**Mayor**  
City of Somerville  
93 Highland Avenue

Somerville, MA 02143

**City Solicitor**  
Law Department  
93 Highland Avenue  
Somerville, MA 02143

**Director of Contracting Department** (as stated on first page of this Agreement)  
City Hall  
93 Highland Avenue  
Somerville, MA 02143

**20.2.2. To the Contractor.** Both the address given on the bid form upon which the Agreement is founded and the **Contractor's** office at or near the Site of the Work are hereby designated as places to either of which notices, letters, and other communications to the **Contractor** shall be certified, mailed, or delivered. Delivery of any notice, letter, or other communication to the **Contractor** at or depositing same in a postpaid wrapper directed to either place shall be deemed sufficient service thereof upon the **Contractor**. Written notice shall be deemed to have been duly served on the **Contractor** if it is sent or hand-delivered to any member or officer of the **Contractor**. The date of said service shall be the date of such delivery or mailing. The address may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor** and delivered to the **City** and to the **Design Professional**. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the **Contractor** personally. Moreover, any notice, letter, or other communication required under the Contract may be served on the **Contractor's** representative at job meetings. The **Contractor** shall provide the **City** with its change of address seven (7) days prior to its effective date.

**20.2.3. To the Design Professional.** Written notice to the **Design Professional** shall be sent or hand-delivered to the address appearing on the Project Manual. Written notice shall be deemed to have been duly served on the **Design Professional** if it is sent or hand-delivered to any member or officer of the **Design Professional**.

## ARTICLE 21 MISCELLANEOUS PROVISIONS

### **21.1. Governing Law.**

**21.1.1.** This Contract shall be governed by the laws of the Commonwealth of Massachusetts and the United States of America.

### **21.2. Venue.**

**21.2.1.** Venue for any court action or proceeding shall be Middlesex County in the Commonwealth of Massachusetts only. The **Contractor**, all Subcontractors, and Suppliers waive any and all jurisdictional and venue defenses.

### **21.3. Successors and Assigns.**

**21.3.1.** The **Contractor** shall not assign, in whole or in part, its rights and obligations under the Contract Documents without prior written consent of the **City**. An assignment without the prior written consent of the **City** shall not relieve the **Contractor** of its obligations thereunder.

**21.3.2.** The **City** and the **Contractor** respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents.

### **21.4. Statutory Limitation Period.**

**21.4.1.** It is expressly agreed that the obligations of the **Contractor** hereunder arise out of contractual duties, and that the failure of the **Contractor** to comply with the requirements of the Contract Documents shall constitute a breach of contract, not a tort, for the purpose of applicable statutes of limitations and repose. Any cause of action which the **City** may have on account of such failure shall be deemed to accrue only when the **City** has obtained actual knowledge of such failure, not before.

### **21.5. Rights and Remedies.**

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

**21.5.2.** No action or failure to act by the **City**, the **Design Professional**, or the **Contractor** shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a

breach thereunder, except as may be specifically agreed in writing.

**21.6 Severability.** In the event that any provision of this Agreement is found to be legally unenforceable, the remainder of the Agreement shall remain in full force and effect.

**21.7 Conflict of Interest Laws.** The City and the Contractor shall comply with all applicable conflict of interest statutes and regulations.

**21.8** If this contract is in excess of \$2,000 and is federally funded, the Contractor shall comply with the Copeland “Anti-Kickback Act” (18 U.S.C. 874 and 29 CFR Part 3), and shall not induce any person employed in the construction, completion, or repair of a public building or public work, to give up any part of the compensation to which he would otherwise be entitled.

**21.9. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION**

a) the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, sexual orientation, national origin, age, disability, Vietnam Era veteran status or because an employee or applicant is a recipient of federal, state, or local public assistance or housing subsidies; and

b) the Contractor shall not discriminate, in any stage of the contract from award to completion, in the selection or retention of subcontractors, suppliers, and materialmen, or in the procurement of materials or supplies, or the rental of equipment, on the basis of race, religion, sex, marital status, sexual orientation, national origin, age, disability, Vietnam Era veteran status, or because an individual is a recipient of federal, state, or local public assistance or housing subsidies; and

c) the Contractor shall post an equal employment opportunity notice in conspicuous places at the worksite, shall make copies of such notice available to employees and job applicants, and shall send such notice to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding; and

d) the Contractor shall, to the greatest extent feasible, give employment and on-site training opportunities, to lower-income, minority, women, and disabled members of the local community and shall award subcontracts, when possible, to Minority Business Enterprises (MBE) and Women Business Enterprises (WBE).

e) the contractor shall include language similar to the above in all subcontracts.

END

**PART 3: TECHNICAL SPECIFICATIONS**

## **PART 3: TECHNICAL SPECIFICATIONS**

### **DIVISION 1 - GENERAL REQUIREMENTS**

SECTION 01 10 00	SUMMARY OF WORK.....	01 10 00-1 to 01 10 00-7
SECTION 01 29 00	MEASUREMENT AND PAYMENT .....	01 29 00-1 to 01 29 00-5
SECTION 01 31 00	PROJECT MANAGEMENT & COORD. ...	01 31 00-1 to 01 31 00-7
SECTION 01 32 00	REGULATORY REQUIREMENTS .....	01 32 00-1
SECTION 01 33 00	SUBMITTALS.....	01 33 00-1 to 01 33 00-4
SECTION 01 40 00	QUALITY REQUIREMENTS .....	01 40 00-1 to 01 40 00-2
SECTION 01 50 00	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS .....	01 50 00-1 to 01 50 00-9
SECTION 01 60 00	MATERIAL AND EQUIPMENT .....	01 60 00-1 to 01 60 00-4
SECTION 01 70 00	CONTRACT CLOSEOUT .....	01 70 00-1 to 01 70 00-4

### **DIVISIONS 02 – EXISTING CONDITIONS**

SECTION 02 05 00	SELECTIVE DEMOLITION .....	02 05 00-1 to 02 05 00-6
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### **DIVISIONS 03 through 7 – NOT USED**

### **DIVISIONS 08 – OPENINGS**

SECTION 08 11 00	EXTERIOR DOORS.....	08 11 00-1 to 08 11 00-8
SECTION 08 44 00	GLAZED ALUMINUM CURTAINWALL ...	08 44 00-1 to 08 44 00-8
SECTION 08 51 00	ALUMINUM WINDOWS .....	08 51 00-1 to 08 51 00-16

### **DIVISIONS 9 through 32 – NOT USED**

### **APPENDIX - DRAWINGS**

TITLE SHEET .....	T1
NORTH ELEVATION.....	A1
SOUTH ELEVATION .....	A2
EAST ELEVATION .....	A3
WEST ELEVATION .....	A4
WINDOW SCHEDULE .....	A5
CURTAIN WALL DETAILS .....	A6
CURTAIN WALL & DOOR DETAILS.....	A7
WINDOW DETAILS .....	A8

## SECTION 01 00 10

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.01 GENERAL REQUIREMENTS

- A. The General Conditions of the Contract for Construction and the General Requirements are hereby made part of this specification.

##### 1.02 SECTION INCLUDES

- A. The work of this section consists of ***Scope of Work, Codes/Standards & Permits, Contractor's Use of Premises, Examination of Site, Discovery, Authority to Stop Work, Owner Occupancy.***

##### 1.03 SCOPE OF WORK

- A. The work contemplated by the Contract Documents includes the Work of all trades required and all labor, equipment, materials and supervision necessary and incidental to the Work indicated. The work of this contract includes selective demolition and renovations of existing construction. The work required by the Contract Documents includes the Work of all trades required and all labor, equipment, materials and supervision necessary and incidental to the Work indicated. The following descriptions of the Work represent a brief summary of the Project. For additional and more complete information refer to the Project Manual and Drawings. The Drawings indicate and show limits of construction for this Project. **The Drawings and Project Manual are complementary to each other and both shall be followed to complete the Work.**
- B. The project scope consists the removal and replacement of various windows at the first floor (BASE BID) and second floor (ALTERNATE NO. 1) of the Somerville Cable Access Television (SCAT) building, located at 90 Union Square. General Bidders are to be DCAMM certified in Doors & Windows. **Note: All work designated to be completed on the first floor shall be BASE BID work, and all work designated to be completed on the 2<sup>nd</sup> floor shall be ALTERNATE NO. 1 work.**
- C. The General Contractor shall provide and maintain proper supervision of the labor force for project duration. The General Contractor shall provide, for project duration, a competent full-time, *Project Superintendent* who shall remain on site, full-time every workday. The Project Superintendent shall be responsible for providing full-time supervision of the labor force, including but not limited to his employees, his subcontractors, his material suppliers, and his equipment suppliers. His responsibilities shall also include general coordination and management of the job and his attendance is required at all project meetings. He shall not work as a foreman, mechanic, laborer, or tradesman, except with

the written permission of the Engineer. The Project Superintendent shall be a Licensed Construction Supervisor in the State of Massachusetts.

- D. The construction phase is expected to occur during the Fall/Winter 2019/2020. The work hours shall be as follows: Monday through Friday 7:00 am to 7:00 pm, and Saturday 9:00 am to 7:00 pm. The Contractor shall start the work under this Contract on written notice from and on the date set by the Awarding Authority and continue to completion with all practical dispatch and regularity so that the entire project shall be completed in a timely fashion.

#### 1.04 CODES, STANDARDS AND PERMITS

- A. All work under this Contract shall conform to all codes and standards in effect as of the date of receipt of Bids, which are applicable to this Project. All work shall further conform to specific requirements and interpretations of local authorities having jurisdiction over the Project. These codes, standards and authorities are referred to collectively as "the governing codes and authorities", and similar terms, throughout the Specifications. Determination of applicable codes and standards, and authorities having jurisdiction, shall be the responsibility of the General Contractor, as shall be the analysis of all such codes and standards in regard to their applicability to the Project for the purposes of determining necessary construction to conform to such code requirements, securing all approvals and permits necessary to proceed with construction, and to obtain all permits necessary for the Owner to occupy the facilities for their intended use. In the case of conflicts between the requirements of different codes and standards, the most restrictive or stringent requirements shall be met.
1. The General Contractor shall maintain, for the duration of the construction operations at the site, two (2) copies of all relevant codes and standards listed herein or determined to be applicable to the work. One copy of such codes shall be for the exclusive use of the Owner and Engineer and its consultants and shall be kept in the Construction Manager's site office.
- B. Code Enforcement and Approvals: The General Contractor shall secure the general building permit for the work, and the General Contractor shall conform to all conditions and requirements of the permit and code enforcement authority. The General Contractor shall provide names and license numbers of its responsible representatives to complete application for permit, shall receive the permit and promptly distribute copies thereof to Owner and Engineer.
- C. The General Contractor shall identify all permits (other than general building permit) required from authorities having jurisdiction over the Project for the construction and occupancy of the work, shall prepare the necessary applications and submit required plans and documents to obtain such permits in a timely manner, and shall pay all fees and charges in connection therewith. Building permit fees shall be waived.
1. The General Contractor shall display all permit cards as required by the

authorities and shall deliver photocopies of all permits to the Owner and Engineer promptly upon receipt.

2. The General Contractor shall perform and/or arrange for and pay for all testing and inspections required by governing codes and authorities, other than those provided by the Owner, and shall **notify Engineer and Owner of such inspections at least three business days in advance** of all such testing or inspection, so they may arrange to observe.
3. The General Contractor shall comply with all conditions and provide all notices required by all permits.
4. Where inspecting authorities require corrective work in conjunction with applicable codes and authorities, the General Contractor shall promptly comply with such requirements, except in cases in which requirements clearly exceed the requirements of the Contract Documents in which case the Contractors shall proceed in accordance with the procedures for modifications or changes in the work established in the Contract Documents, as amended.

#### 1.05 CONTRACTOR'S USE OF PREMISES

- A. The building will be occupied during the project. At all times during the demolition, construction, and alterations, the General Contractor shall provide adequate and safe means of egress for all work force in the building and at the same time provide security of the building. "Means of Egress" also includes safe and adequate paths on the site, and safe access for pedestrians adjacent to the property.
- B. Prior to beginning work of the Contract, the General Contractor shall meet with the Owner and the Engineer to determine procedures regarding access to and use of site, exterior staging, parking, and storage areas, tree protection, special site conditions, and any other restrictions regarding the use of the site areas surrounding the construction.
- C. Where work on public roads or walks, or other work on municipal property or easements is done, all such work shall conform to applicable portions of this Specification and the rules, regulations, and specifications of the public agencies having jurisdiction. Wherever work on a public street is done, a Town special duty police officer must be present arranged and paid for by the General Contractor at no change in contract price. All permits and fees in relation to such off-site work shall be obtained and paid for by the General Contractor.
- D. The General Contractor shall keep all public and private access roads and walks clear of debris caused by their work during the entire term of the Contract. They shall repair all public and private streets, drives, curbs, walks, and other improvements where disturbed by work of, or related to, building operations, leaving them in as good condition after completion of the work as before operations started, in accordance with rules, regulations, and specifications of

the public agencies having jurisdiction.

- E. Access roads and fire-lanes on and about the site shall be kept open and free at all times, except moving traffic, for passage of emergency vehicles.
- F. A reasonable sum (cost of equivalent replacement) will be deducted from the Contract Sum for any permanent damage to existing trees or plantings which are outside the construction site area but on the Owner's property or are within the construction site area and are designated to be protected. Damage to trees and plants off the Owner's property shall be fully the responsibility of the General Contractor.
- G. The General Contractor shall endeavor at all times to maintain as low a level of construction noise as practicable in order not to create a disturbance in the neighborhood. The General Contractor shall provide and maintain portable noise barriers for compressors and generators. Compressors and generators shall be located to prevent fumes from entering occupied space (including abutter properties).
  - 1. Refer to the City of Somerville By-Laws.
  - 2. All workers on the project are required to conduct themselves in a professional manner. Abusive or obscene language will not be tolerated. No obscene gestures, whistles, or cat-calls will be allowed. No soliciting or harassing of neighborhood residents for any reason will be permitted. The Owner reserves the right to have any worker barred from the construction site.
  - 3. Use of alcohol or drugs on property is prohibited.
  - 4. Workers shall wear shirts at all times.
  - 5. Smoking is prohibited on property.
  - 6. No radios are allowed on the work site.
- H. The intent of the specifications is that required work shall be performed with a minimum of interference with the public and the Owner's operations. To achieve this end, the General Contractor shall prosecute the work to its completion as soon as possible with full crews of workers during regular working hours, with multiple shift work or overtime hours as indicated in their Progress Schedule as approved. All work at other than regular hours shall be subject to prior approval by Owner.
- I. The General Contractor shall confine his apparatus, storage of materials, and operations of his workers to areas as required by the Owner and shall not unreasonably encumber the premises with his materials. The General Contractor shall keep vehicle corridors and exits clear of debris, stored materials, etc. at all times, to provide for fire egress from the building. The premises shall be

maintained in a safe, orderly condition, at all times.

J. Site Cleaning and Maintenance:

1. Before the start of any work it is required that an inspection is made to determine the existing conditions of the site around the work areas, including areas outside of the Site boundaries in which operations of the Contractors may occur. This should be performed jointly by representatives of each Contractor and Engineer.
2. Unless otherwise specified in the various technical specification Sections, the General Contractor shall take all necessary precautions to prevent the spreading of dirt and dust throughout the area of the work. During demolition and other work, the General Contractor shall take all measures necessary to contain dust and other debris from the work within the limits of the site under their control. The General Contractor shall be responsible for promptly cleaning up all dirt, dust and debris escaping from the work areas or dropped from vehicles traveling to and from the work site. All vehicles used for removal of material from the site shall be equipped with covers, in good condition, adequate to contain dust and debris within lawful and acceptable limits. The General Contractor shall provide all facilities for preventing spread of objectionable matter outside of the site areas through washing of vehicles and vehicle wheels, decontamination of vehicles transporting hazardous waste containing materials including asbestos, lead, or other matter, and all other means necessary.
3. Prior to final completion of the Contract, The General Contractor shall remove all spots, stains, dirt and dust from all surfaces, including areas of the building under construction and any portion of the property of others, which were the result of the work of this Project to the satisfaction of the Owner.
4. Any damage to the present quarters or equipment of the Owner caused by the General Contractor or their Subcontractors shall be corrected, as directed by the Engineer, at the expense of the Contractors.

- K. As a condition of Engineer's certification for Final Completion, restore site areas and areas off site damaged by work under this Contract to their condition existing at the start of the work unless otherwise directed by the Owner.

1.06 EXAMINATION OF SITE

- A. Prior to bidding the General Contractor shall carefully examine the site and the Contract Documents to ensure their knowledge of conditions and requirements affecting the work. No claim for extra compensation or extension of time will be allowed for by the Contractor's failure to comply with this requirement nor will any condition at the site, whether or not in agreement with conditions shown or called for on the Contract Documents, be allowed as a basis or such claims, except as

otherwise specifically provided for.

#### 1.07 DISCOVERY

- A. If during the demolition, excavation, disposal, or other work, articles of unusual value, or of historical or archaeological significance are encountered the ownership of such articles is retained by the Owner, and information regarding their discovery shall be immediately furnished to the Engineer. If the nature of the article is such that the work cannot proceed without danger of damaging same, work in that area shall be immediately discontinued until the Engineer has decided the proper procedure to be followed. Any time lost thereby shall be a condition for which the time of the Contract may be extended. All costs incurred after discovery in the salvaging of such articles shall be borne by the Owner.

#### 1.08 AUTHORITY TO STOP WORK

- A. The Engineer, the Owner, or their authorized representatives shall retain the right to stop work on the project when, in their judgment, the specifications, the manufacturer's requirements, drawings or similar requirements and conditions are not being fully complied with by the General Contractor or subcontractors.
- B. The Engineer, the Owner, or their authorized representatives shall retain the right to stop work on the project when, in their judgment, unforeseen conditions require field changes. The General Contractor shall make watertight the area in construction and the Engineer shall develop the necessary modifications to the design.
- C. No claims by the General Contractor for additional compensation or extension of contract schedules shall be allowed due to a suspension of the work ordered by the Owner or Engineer because of the Contractor's failure to comply with the Contract Documents or due to unforeseen conditions that require field changes.
- D. If work is suspended on the project due to the Contractor's failure to comply with the Contract Documents, the Contractor shall immediately take whatever measures are necessary to bring his work on the project into compliance and to resume work.
- E. If the Contractor neglects or refuses to bring his work into full compliance with the Contract Documents, the Owner shall retain the right to terminate the Contract.

#### 1.09 OWNER OCCUPANCY

- A. The building will be occupied during the project. Contractors (under separate contracts) may also be on site during the construction period. The work sequence and operations must be coordinated and approved with the Owner and others working on-site. The General Contractor shall cooperate with the Owner to minimize conflict and to facilitate the Owner's operations, and to maintain pedestrian traffic at all times.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 29 00**  
**MEASUREMENT AND PAYMENT**

**PART 1 – GENERAL**

1.01 GENERAL REQUIREMENTS

- A. The General Conditions of the Contract for Construction and the General Requirements and hereby made part of this specification

1.02 SECTION INCLUDES

- A. The work of this section consists of ***Project Pricing, Lump Sum Prices, Unit Prices, Schedule of Values, Application for Payment, Waivers of Mechanics Liens.***

1.03 PROJECT PRICING

- A. Bidder shall complete the Form for General Bid including all requested information.
- B. Project pricing is lump sum. Estimated quantities relative to repairs of anticipated deteriorated conditions are included in the lump sum price. Unit prices are requested for any adds or deducts to these estimated quantities.

1.04 LUMP SUM PRICES

- A. Lump Sum Prices shall include all costs to provide and install the Work including, but not limited to labor, materials, equipment, supervision, overhead, profit.

1.05 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's schedule.
  - 1. Submit a complete schedule of values, totaling the entire project amount.
  - 2. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal Schedule
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 3. Organize the schedule of values with line items aligning with the specification section numbers and titles in the Project Manual Table of Contents.

4. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  5. Sub-schedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide sub-schedules showing values correlated with each element.
- B. Format and Content: Use The Project Manual's Table of Contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Provide a breakdown of the Contract Sum in enough detail to facilitate evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual's Table of Contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
  3. Round amounts to the nearest whole dollar; total shall equal the Contract Sum.
  4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
  5. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total value of that part of the Work.
  6. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
  7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

- a. Temporary facilities and other major cost items that are not direct cost of actual work-in place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders of Construction Change Directives result in a change in the Contract Sum.

#### 1.06 APPLICATION FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Applications for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Progress payment applications shall be submitted to Architect by the seventh day (7<sup>th</sup>) of the month. The period covered by each Application for Payment is one month, ending on the last day of the previous month.
- C. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Used updated schedules if revisions were made.
  2. Include amounts of work completed following previous Application for Payment, whether or not payment has been received.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner requested project acceleration.
- D. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but yet not installed. Differentiate between items stored onsite and items stored off site.
  1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Materials previously stored and included in previous Applications for Payment.

- b. Work completed for this Application utilizing previously stored materials.
  - c. Additional materials stored with this Application.
  - d. Total materials remaining stored, including materials with this Application.
  
- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. Contractor's construction schedule (preliminary if not final).
  - 4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
  - 5. Products list (preliminary if not final).
  - 6. Schedule of unit prices.
  - 7. Submittal schedule (preliminary if not final).
  - 8. List of Contractor's staff assignments.
  - 9. List of Contractor's principal consultants.
  - 10. Copies of building permits.
  - 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 12. Initial progress report.
  - 13. Report of preconstruction conference.
  - 14. Certificates of insurance and insurance policies.
  - 15. Data needed to acquire Owner's insurance.
  
- G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the work.
  
- H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited to the following:
  - 1. Evidence of completion of Project closeout requirements.

2. Insurance certificates for products and completed operations where required and proof that taxes, fees and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payments of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01 31 00

### PROJECT MANAGEMENT AND COORDINATION

#### PART 1 – GENERAL

##### 1.01 GENERAL REQUIREMENTS

- A. The General Conditions of the Contract for Construction and the General Requirements and hereby made part of this specification

##### 1.02 SECTION INCLUDES

- A. The work of this section consists of ***Project Coordination, Project Superintendence, Project Meetings, Project Progress Schedules, and RFIs.***

##### 1.03 PROJECT COORDINATION

- A. The Project Coordination Administrator shall be as appointed and directed by the Owner. The Contractor shall cooperate fully with the Administrator in allocation of mobilization areas, protection, field offices, storage sheds/areas, traffic and parking facilities.
- B. Contractor shall coordinate all aspects of the work (including his and any of his subcontractors), including but not limited to: scheduling, submittals, shop drawings, and permitting so as to ensure efficient and orderly sequencing of the construction.
- C. Contractor shall verify that utility requirements of all project related required machinery and equipment are compatible with the building's utilities. Contractor shall coordinate for installing, connecting to, and placing in service, all such required machinery and equipment.
- D. Contractor shall coordinate completion and clean up of work on a daily basis, including maintaining water-tightness for project duration.

##### 1.04 PROJECT SUPERINTENDENCE

- A. The Contractor shall provide and maintain proper supervision of the labor force for project duration. To this end, the Contractor shall provide, for project duration, a competent full-time, ***Project Superintendent*** who shall remain on site, full-time every workday. The Project Superintendent shall be responsible for providing full-time supervision of the labor force, including but not limited to his employees, his subcontractors, his material suppliers, and his equipment suppliers. His responsibilities shall also include general coordination and management of the job and his attendance is required at all project meetings.

He shall not work as a foreman, mechanic, laborer, or tradesman, except with the written permission of the Engineer. The Project Superintendent shall be a Licensed Construction Supervisor in the State of Massachusetts.

- B. Prior to the pre-construction meeting, the Contractor shall provide the Project Superintendent's resume to the Engineer for approval. The Engineer shall have the right, by written notice sent to the Contractor at any time to disapprove such Project Superintendent. The Contractor shall then appoint a new and approved Project Superintendent within one (1) day of receipt of notice. The Contractor shall not remove the Project Superintendent without the Engineer's written approval.
- C. The Contractor shall provide appropriate and adequate labor for this project and such labor will work in harmony with all other elements of labor employed or groups taking part in, or concerned with this facility. The Contractor shall promptly remove from work on this project any employee who, in the opinion of the Engineer, is incompetent, unskillful, disruptive or disorderly. Any such person so removed from the work shall not be re-employed on this project without the Engineer's written approval.

#### 1.05 PROJECT PROGRESS MEETINGS

- A. Project Progress Meetings will be held on-site for project duration. The Project Coordinator will schedule them in advance. Representatives directly concerned with the work shall be in attendance, including but not limited to, Owner, Project Coordinator, Engineer and Contractor (including Project Superintendent). The Project Coordinator will maintain a record of the meetings and shall distribute a copy of this record to all participants.
- B. Prior to the commencement of the work, a *pre-construction meeting* will be held with the above-mentioned representatives in attendance. The Project Coordinator will maintain a record of the meeting and shall distribute a copy of this record to all participants. A copy of this record shall be incorporated into the Contract Documents. The objectives and agenda of the pre-construction meeting shall include:
  - 1. The execution and distribution of Contract Documents.
  - 2. The execution and distribution of required bonds and insurance certificates.
  - 3. The execution and distribution of required permits.
  - 4. Review the required submittals and shop drawings, including but not limited to: product lists, subcontractors list, schedule of values and construction schedule.
  - 5. Review project assigned personnel, including emergency phone numbers.

6. Review procedures related to permits, submittals, shop drawings, field changes, product substitutions, applications for payments, change orders and contract closeout procedures.
7. Review construction progress schedule including sequencing of events and hours of operation, verify the availability of materials, installers personnel, and the equipment and facilities needed to make progress and avoid delays.
8. Review Owner's requirements, his occupancy and use of premises (by both Owner and Contractor), including accessing the work areas, locations of dumpsters and set-up areas, the use of electrical power supplied by the Owner and toilet facilities.
9. Review the technical specifications and drawings, the application requirements, construction facilities, utilities, security, protection, material storage, and housekeeping procedures.
10. Review procedures for all required inspections, testing, certifying and material usage accounting procedures, including maintaining record documents and as-built drawings.
11. Tour representative areas of construction, inspect and discuss the condition of the facility and the Contractor's project approach.
12. Review the notification procedures for weather or non-working days, including procedures for coping with unfavorable conditions and maintaining watertightness on a daily basis.

#### 1.06 PROJECT PROGRESS SCHEDULES

- A. Contractor shall prepare and provide his Project Progress Schedule, prior to the preconstruction meeting, to the Project Coordinator for review. The schedule shall show the complete sequence of construction by activity, with dates for beginning and completion of each element of construction. Identify each item by specification Section number. Provide sub-schedules to define critical portions of the entire schedule. Coordinate content with Schedule of Values.
- B. The Project Progress Schedule will be reviewed at the preconstruction meeting and will be updated at each construction meeting, or more often as needed. Contractor shall update the schedule after each meeting, identifying changes since previous version, and submit to all parties in advance of the next scheduled construction meeting, or as directed by the Project Coordinator.
- C. The Project Progress Schedule shall utilize one of the following acceptable formats: a horizontal bar chart or a computer generated network analysis diagram using the critical path method, generally as outlined in Associated General Contractors of America publication "The Use of CPM in Construction - A Manual for General Contractors and Construction Industry".
- D. Contractor shall also provide a separate schedule of submittal dates for shop drawings, product data, and samples, prior to the preconstruction meeting, to the

Engineer for review. The schedule shall indicate dates reviewed submittals will be required from Engineer and anticipated delivery dates for products.

- E. The above referenced schedules shall indicate revisions as they occur including projected completion date of each activity, activities modified since previous submittal, major changes in scope, and other identifiable changes. The schedules shall provide narrative reports to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken, or proposed, and its effect including the effect of changes on schedules of separate contractors.
- F. At the start of the project The Contractor shall be required to meet with representatives from the City. The Contractor will then prepare a detailed Construction Management and Logistics Plan (CMP) based on the requirements of the City. The CMP must be approved by the owner prior to the start of construction. The CMP will include all of the measures the Contractor determines are necessary to successfully complete the project while minimizing project impacts on the surrounding public.
1. The CMP must include, but shall not be limited to, the Contractors proposed procedures for following items:
- a. Safety of pedestrians
    - i. Procedures and site logistics the Contractor will implement to insure the safety of pedestrians
    - ii. Temporary construction and barriers the Contractor will build on site to insure the safety of pedestrians.
    - iii. Construction Scheduling, and notification protocols for any changes in that schedule, that the Contractor will implement to insure the safety of pedestrians.
  - b. Control of Construction Personnel on Site
    - i. Confirmation that the Contractor will follow all of the City of Somerville required CORI procedures for all construction personnel on-site at all times, as necessary.
    - ii. Site security, site monitoring, site visitor log and all other procedures the Contractor will implement, to insure that only construction personnel that have been cleared by the City are on site.
    - iii. Monitoring and disciplinary procedures that insure that the Conduct of Work requirements listed in Item 1c. (below) will be met.
  - c. Conduct of the Work
    - i. Safety requirements and accident prevention
    - ii. Emergency contact information and procedures
    - iii. Conduct of Construction personnel
      - Appropriate attire
      - Appropriate language
      - No Smoking Allowed

- iv. Public Notification
    - Construction impact notices
    - Construction Mitigation information
  - d. Hours of Work
    - i. Work hour limitations
    - ii. Notification protocols for any changes from established work hour limitations.
  - e. Noise control
    - i. General noise control
    - ii. Notification procedures for exceptional noise
  - f. Site Logistics:
    - i. Construction phase site plans showing:
      - The sequence of Work Areas over the duration of the project
      - How existing landscape and other city owned property will be protected
      - Dumpster location
      - Portable Toilet location
    - ii. Site security, temporary fencing, site lighting
    - iii. Storage of materials on-site
  - g. Site Maintenance
    - i. Pollution control and Disposal requirements
    - ii. Dust control
    - iii. Debris control and Removal of rubbish
    - iv. Cleaning during construction
  - h. Transportation / Circulation Management
    - i. Truck routing and delivery schedule
    - ii. Logistics for delivery / loading / unloading
      - No idling of vehicles is allowed
    - iii. Logistics for construction workers parking
    - iv. Emergency vehicle access
2. The format of the CMP must include the following items:
- a. Name of the Project
  - b. Name of the Owner
  - c. Name of the General Contractor
  - d. Project Address
3. The Contractor will ensure that all subcontractors and other workers on the site receive and comply fully with the approved CMP
4. No work shall commence until the Construction Management Plan has been approved by the Owner.

1.07 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
  2. Date.
  3. Name of Contractor.
  4. Name of Architect.
  5. RFI number, numbered sequentially.
  6. Specification Section number and title and related paragraphs, as appropriate.
  7. Drawing number and detail references, as appropriate.
  8. Field dimensions and conditions, as appropriate.
  9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  10. Contractor's signature.
  11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
- C. Hard Copy RFIs:
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.

- b. Requests for approval of substitutions.
  - c. Requests for coordination information already indicated in the Contract Documents.
  - d. Requests for adjustments in the Contract Time or the Contract Sum.
  - e. Requests for interpretation of Architect's actions on submittals.
  - f. Incomplete RFIs or RFIs with numerous errors.
2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modifications."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within 7 days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and be prepared to submit upon request a tabular log of RFIs organized by the RFI number.
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were dropped and not submitted.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
  8. Identification of related Minor Change in the Work, Construction Change Directive, or Proposal Request, as appropriate.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01 32 00

### REGULATORY REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 GENERAL REQUIREMENTS

- A. The General Conditions of the Contract for Construction and the General Requirements and hereby made part of this specification

##### 1.02 SECTION INCLUDES

- A. The work of this section consists of ***Project Authorizations and Sales Tax.***

##### 1.03 PROJECT AUTHORIZATIONS

- A. The Contractor shall obtain all necessary authorizations, including but not limited to permits, licenses, and easements, for permanent structures and changes, give all necessary notices, pay all legal fees, and comply with all regulations of all authorities having jurisdiction, including, State, County, and City Building and Sanitary Laws, Rules, Ordinances, or Regulations, relating to the building or preservation of public health. The Contractor shall pay all fees and costs as required including filing, inspection and re-inspection costs. No work shall begin until all required project authorizations are obtained and a copy of the building permit, provided by the building department, shall be posted on-site, in view and protected from the weather, for project duration.

##### 1.04 SALES TAX

- A. Sales Tax shall be not included in the cost for any and all materials used on this project. The Contractor shall not include the cost of any or all taxes in his bid for all materials to be used for this project.
- B. Contractor employed by the City of Somerville, shall be exempt from state sales tax and will be provided with the tax-exempt number or certificate.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION (NOT USED)

**END OF SECTION**

## SECTION 01 33 00

### SUBMITTALS

#### PART 1 - GENERAL

##### 1.01 GENERAL REQUIREMENTS

- A. The General Conditions of the Contract for Construction and the General Requirements are hereby made part of this specification.
- B. Work on the project, which requires submittals, shall not commence and materials shall not be ordered until all necessary submittals including shop drawings, product data, construction management plan, and samples are reviewed and approved in writing by the Engineer.

##### 1.02 SECTION INCLUDES

- A. The work of this section consists of ***Schedule, Procedures and Product Data, Shop Drawings, Samples, Contractor's Responsibilities, Submission Requirements, and Engineer's Responsibilities.***

##### 1.02 SCHEDULE

- A. Contractor shall provide a schedule of submittal dates for shop drawings, product data, and samples, prior to the preconstruction meeting, to the Project Coordinator and Engineer for review. The schedule shall indicate dates reviewed submittals will be required from Engineer and anticipated delivery dates for products.
- B. The above referenced schedule shall indicate revisions as they occur including projected completion date of each activity, activities modified since previous submittal, major changes in scope, and other identifiable changes. The schedule shall provide narrative reports to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken, or proposed, and its effect including the effect of changes on schedules of separate contractors.

##### 1.03 PROCEDURES AND PRODUCT DATA

- A. Contractor shall submit to the Engineer copies of Manufacturer's Spec and Product Data Sheets, Health and Safety Data Sheets (MSDS sheets to remain on site for project duration and additional copies to be supplied to Owner as requested), and recommended installation procedures, temperature limitations, mix designs for materials, and any other information as required by the technical specifications.

- B. Submit three (3) copies of the manufacturer's printed data all stamped with the Contractor's approval and stating its intended use to the Engineer for review.
- C. After review of the manufacturer's printed data by the Engineer, the Engineer will stamp one (1) copy, noting, if necessary, any further action required, and return the copy to the Contractor.

#### 1.04 SHOP DRAWINGS

- A. Contractor shall submit Shop Drawings as required by the technical sections of the Specifications. Check and approve Shop Drawings before submitting to the Engineer. Submit checked Shop Drawings stamped with the approval of the Contractor, to the Engineer for review per the accepted schedule of Shop Drawing submissions. Engineer shall review, stamp and return Shop Drawings to the Contractor within ten (10) working days from the date of receipt of Shop Drawings at the Engineer's office.
- B. Shop Drawings shall demonstrate that the Contractor understands the intent of the design as detailed and specified in the Contract Documents and show materials (kinds, quality, shapes and sizes), details (fabrication, construction, assembly, and installation) and all required dimensions and measurements. All Shop Drawings shall bear the Contractor's stamp of approval certifying that they have been so checked. Any Shop Drawings submitted without this stamp of approval and Shop Drawings, which, in the opinion of the Engineer, are incomplete or have not been checked adequately will be returned without review by the Engineer for resubmission by the Contractor.
- C. From Suppliers receive three (3) prints of all Shop Drawings for checking and approval. After review of the Shop Drawings by both the Commissioning Agent and Engineer, the Engineer shall stamp each print, noting, if necessary, any further action required, and return the prints to the Contractor. All Shop Drawings shall have final review by Engineer before materials are ordered or fabrication is begun. Contractor shall provide the Engineer with seven (7) prints of the final Shop Drawings, reproduced from the corrected original, and provide as many other prints as are required to expedite the Work. Contractor shall only use unmarked final approved Shop Drawings in the field.

#### 1.05 SAMPLES

- A. Contractor shall submit samples as required by technical sections of the Specifications. Receive, check, approve and stamp all samples before submitting to the Engineer.
- B. Label each sample, giving a complete description of the material, the intended use and the name of the entity submitting the sample. Allow ample time before samples are required for the Work.

#### 1.06 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall review Shop Drawings, Product data and Samples and affix Contractor's stamp prior to submitting to the Engineer.
- B. Contractor shall verify existing conditions, field dimensions, catalogue numbers, quantities and similar data.
- C. Contractor shall coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Engineer's review of submittals. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Engineer's review of submittals, unless Engineer gives written acceptance of specific deviations.
- E. Contractor shall thoroughly check all Shop Drawings for completeness, for correctness with respect to field conditions, and for compliance with the Contract Documents before submitting to the Engineer. Notify Engineer in writing, at the time of submission, of deviations in submittals from requirements of Contract Documents.

#### 1.07 SUBMISSION REQUIREMENTS

- A. Submittals shall be submitted in an orderly sequence and sufficiently in advance of construction requirements so as to allow ample time for review, resubmitting and rechecking. Accompany submittals with transmittal letter, in duplicate. Shop Drawings: three (3) blue-line prints. Product Data: three (3) copies.
- B. Submittals shall include the following minimum information:
  - 1. Date and revision dates
  - 2. Project Title and Project Number
  - 3. Names of: Engineer, Contractor, Subcontractor, Supplier, Manufacturer
  - 4. Identification of product or material
  - 5. Field dimension clearly defined as such. Relation to adjacent structure or
  - 6. Materials.
  - 7. Specification Section Number.
  - 8. Applicable standards- ASTM or Federal Spec.
  - 9. Blank 3"X4" space for Engineer's stamp, located in bottom right hand corner.
  - 10. Identification of deviations from the Contract Documents.
  - 11. Contractor's stamp signed certifying as to review of submittal, verification of existing conditions and field dimensions and compliance with Contract Documents.

- C. Contractor shall revise the initial submittal as required and resubmit as specified for the initial submittal. Clearly indicate by clouding and use of revision level number in triangular symbol, all changes which have been made including those requested by the Engineer.
- D. Contractor shall distribute copies of Product Data and Shop Drawings that carry Engineer's stamp to the following:
  - 1. Contractor's file.
  - 2. Job site file.
  - 3. Record documents file.
  - 4. Owner's representative.
  - 5. Fabricator.
  - 6. Supplier.
  - 7. Subcontractors.
  - 8. Local Building Inspector (if required).
- E. Contractor shall distribute Samples as required in the technical specifications, but at a minimum they shall be distributed to the Engineer.

#### 1.08 ENGINEER'S RESPONSIBILITIES

- A. Engineer shall review submittals and transmit to the Contractor within ten (10) working days after receipt of submittal at the Engineer's office, for Contractor distribution. Engineer shall review for design concept of Project and information provided in the Contract Documents.

**PART 2 - PRODUCT (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01 40 00

### QUALITY REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 GENERAL REQUIREMENTS

- A. The General Conditions of the Contract for Construction and the General Requirements are hereby made part of this specification.

##### 1.02 SECTION INCLUDES

- A. The work of this section consists of ***Quality Assurance, References and Standards, and Cutting and Patching.***

##### 1.03 QUALITY ASSURANCE

- A. All materials used as a component of the system shall be supplied or approved in writing by the system manufacturer. All materials shall be installed to serve their intended function.
- B. A licensed contractor approved by the manufacturer and employing personnel experienced and skilled in the application of the manufacturer's systems shall install the complete system. The Contractor shall have a minimum of five (5) years experience installing the system.
- C. All work shall be applied in strict accordance with the provisions of the technical specification. No deviations shall be permitted without written consent from the Engineer. Should a conflict between this specification and the manufacturer's requirements arise, the most restrictive provision, as determined by the Engineer, shall govern.
- D. At least one week prior to construction work, a conference shall be held and attended by the Engineer, Project Coordinator, Owner, Contractor. The purpose of this conference is to review the specifications, details, application requirements, storage area and work to be completed before construction operations begin.

##### 1.04 REFERENCES AND STANDARDS

- A. Contractor shall comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- B. Contractor shall conform to the most current referenced standard and/or reference.

- C. Contractor shall obtain and maintain copies of references and standards as required by the Contract Documents. If specified standards or references conflict with Contract Documents, Contractor shall request clarification from Engineer before proceeding.

#### 1.05 CUTTING AND PATCHING

- A. All cutting, patching, and drilling shall be the responsibility of the Contractor. Contractor shall repair all cutting, patching, and drilling so as to match the existing surrounding surfaces as required by the Engineer. Contractor is responsible to ensure that the project progress will not be interrupted and that the structural and architectural integrity of the project shall not be altered by misplaced or incorrectly sized penetrations.
- B. Contractor shall submit written request in advance of cutting or altering elements that affects the structural integrity, maintenance, efficiency, quality or safety of such elements.
- C. Contractor shall perform cutting and patching so as to:
  - 1. Remove and replace defective and non-conforming Work.
  - 2. Remove samples of installed Work for testing.
  - 3. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Contractor shall execute work by methods that will avoid damage to other Work, and provide proper surfaces to receive new products and/or repairs.
- E. Contractor shall maintain integrity of building components and shall refinish surfaces to match adjacent surfaces.
- F. Contractor shall identify any hazardous substance or condition exposed during the work to the Engineer for decision or remedy.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01 50 00

### CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### PART 1 - GENERAL

##### 1.01 GENERAL REQUIREMENTS

- A. The General Conditions of the Contract for Construction and the General Requirements are hereby made part of this specification.
- B. All temporary facilities shall be installed, maintained, and removed, leaving the existing permanent facilities, utilities and grounds in their original condition, at the expense of the Contractor. Temporary facilities shall at all times comply with all applicable regulations and shall not create or contribute to a safety, fire, health or other hazard.
- C. The Contractor must not interfere with the operations of the facility in any way including personnel, customers, and vehicles. The Contractor must fully cooperate with the Owner, Project Coordinator, and Engineer.
- D. No Smoking shall be allowed at any time on the Project site.
- E. Maintain strict supervision of use of temporary services. Enforce conformance with applicable standards. Enforce safe practices. Prevent abuse of services and systems. Prevent damages to finishes. Prevent wasteful use of water. Maintain, service and clean facilities.
- F. Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on the Project site.
- G. All work on the project is to be conducted from areas of the building designated by the Engineer and Owner. The Contractor shall take care not to block any travel lanes, fire lanes, access for fire apparatus, any means of egress, and any shipping/receiving areas of the facility and shall not interfere with the normal operation of the facility.
- H. Contractor shall access the project site by his own means, utilizing ladders, staging, etc. No access to the building interior will be allowed except with the written permission of the Owner, Project Coordinator or Engineer. Contractor shall be allowed to enter the building during construction to perform visual surveys of his work and during emergency situations.

1.02 SECTION INCLUDES

- A. The work of this section consists of ***Temporary Utilities- Electrical, Lighting, Telephone, Water, Sanitary, and Fire Protection; Dust and Fume Control, Debris Control, Rodent and Pest Control, Noise Control, First Aid, Parking Areas, Barricades, Security, Temporary Project Offices and Enclosures, Thermometer, Existing Drawings and Construction Documents, Protection of Existing Landscaping and Pavement, Protection of Work, Project Representation, Emergency Repairs.***

1.03 TEMPORARY UTILITIES

- A. ***Electrical:*** Contractor shall provide his own generator for electrical power. Facility's electrical power is not available to the Contractor except for small tools. Owner shall provide power for small tools only at no cost to Contractor for energy, but Contractor must employ a licensed electrician satisfactory to Owner to make all connections and do all work including removal of temporary wiring. Temporary power service shall comply with OSHA Standards. Contractor shall maintain these temporary services in good order throughout the project until Work is complete. The Contractor requiring power shall provide all extension cords.
- B. ***Lighting:*** Contractor shall provide all temporary lighting for the Project. Adequate illumination shall be provided for the Work being performed; for safe movement of authorized persons through the project; for public safety and special warning lighting for hazardous conditions; and as required protecting the Project site from unauthorized entry.
- C. ***Telephone:*** Contractor shall provide the Project Superintendent with a cellular phone so that he can be reached at all times for Project duration. Engineer and Owner shall be provided with the phone number.
- D. ***Water:*** The Owner shall permit the Contractor to use the existing exterior water facilities providing this does not interfere in any way with the normal daily operations of the facility or normal maintenance operations. If special temporary hook-ups or plumbing is required, the Contractor shall be solely responsible for the cost incurred. The Contractor shall provide drinking water for all personnel working on the project. The Contractor's use of water on the project shall comply with all federal, state, county and municipal requirements, regulations and restrictions.
- E. ***Sanitary:*** The Contractor shall provide porta-johns for his own use, and shall maintain in a clean and secure state.
- F. ***Fire Protection:*** Contractor shall provide adequate fire protection and fire prevention for the Project and in no case less than that is required by applicable City, County, State and Federal laws. No open flames or similar sources of

ignition shall be allowed in related work or storage areas. Fire extinguishers shall be kept at all times in the immediate work area in all storage and disposal areas, and wherever flammable or combustible materials, or sources of ignition are present. All personnel on the project site shall be informed of the phone number of the local fire department and the location of the nearest telephone and shall be instructed in emergency procedures. Contractor shall instruct all personnel on the project site on the dangers of the materials being installed as well on the combustibility of the existing materials and shall insure that extreme caution is used at all times.

#### 1.04 DUST AND FUME CONTROL

- A. Contractor shall take all necessary precautions to (1) keep dust confined in the present work area and (2) prevent hazardous accumulations of dust, fumes, mists, vapors, or gases in areas during construction.
- B. Contractor shall submit to the Engineer, for approval, proposed methods used to contain dust and fumes in the work area. At a minimum, Contractor shall provide adequate protection at air intake units so as to prevent dust, fumes, vapors or gases from entering the facility. Owner shall employ an industrial hygienist to monitor air quality during application of hazardous or volatile materials.

#### 1.05 DEBRIS CONTROL

- A. Provide adequate number and size of dumpsters; refuse containers, trucks, chutes, etc. for proper execution of demolition work. All demolition removal containers shall be properly protected and maintained on a daily basis. Owner must approve locations of dumpsters/refuse containers. Contractor shall submit to the Engineer, for approval, proposed methods used to conduct demolition operations and debris control.
- B. Contractor shall remove all debris from the project site and shall legally dispose of all debris generated by the project. Debris shall be properly protected (and totally covered at the end of each work day) while on site and shall be properly secured and totally covered before it is transported. Debris shall be removed from the project site on a weekly basis or more often as required to maintain a neat clean site. Project site shall be broom swept on a daily basis.
- C. Contractor shall be responsible for any damages to the building; it's contents, and any vehicles as a result of his negligence during the demolition and/or construction process.

#### 1.06 RODENT AND PEST CONTROL

- A. Contractor is responsible to provide rodent and pest control as necessary or as required preventing infestation of construction and temporary project offices and enclosures. Employ methods and use materials that will not adversely affect conditions at the Project site or on adjacent properties. Submit copies of proposed program contractor will utilize including products to be used,

manufacturer's instructions, areas to be treated, and pollution preventive measures.

#### 1.07 NOISE CONTROL

- A. All demolition and construction work that creates excessive noise shall be reviewed with the Owner as to the types of equipment that is intended for use during normal business hours and obtain Owner's approval for such use. Noise limits shall conform to the requirements of the local governing body.

#### 1.08 FIRST AID

- A. Contractor shall provide a first aid kit with adequate provisions for the materials being used on site. All Health and Safety Data Sheets for materials being used on site shall be located within the first aid kit.

#### 1.09 PARKING AREAS

- A. The Contractor shall instruct all his employees and Subcontractor's employees to park on the street. All costs associated with any parking shall be the responsibility of the Contractor.
- B. Contractor shall at all times keep fire lanes, access for fire apparatus, and fire protection and fire equipment clear and unobstructed. Contractor is responsible for the protection and safety of pedestrians and vehicles on the Project site in the areas of construction.

#### 1.10 BARRICADES

- A. The Contractor shall provide and maintain suitable barriers as required to prevent public entry, and to protect the work, existing facilities, trees and plants from public construction operations; remove when no longer needed or at completion of Work. Barriers shall conform to city and state laws, ordinances and permit requirements

- B. All work areas shall be protected and well marked with fences or barriers and as required by public officials. Provide such barricades, safety and traffic control equipment, and police officer as shall be necessary to restrict traffic from work areas and protect all pedestrians, Owners, tenants, and visitors during construction. Contractor shall provide and maintain all necessary temporary barricades for safe conduct of his work, or as required by federal, state or local laws or ordinances and in accordance with OSHA requirements and other requirements of this specification.
- C. The Contractor shall confine his apparatus, the storage of materials, parking and the operations of his workmen to those areas designated or as directed. The Contractor shall cause the minimum possible interference with the operation of the facility, shall not bar or block off any access ways, interfere with any egress ways or exits in or around the building, or move or operate to interfere with any utility lines servicing the building, except as scheduled with and approved by the Owner in advance. During the progress of work the Contractor shall phase construction so as to provide continuous access to the facility during regular operational hours. Barriers shall be provided to limit access to all work areas during construction. Contractor shall provide protection above doorways and walks in the construction area. Parking as required to deliver materials, or otherwise shall be the minimum possible. The Contractor shall confine his operations to the immediate work areas and shall enter other areas only as specifically directed.
- D. The Contractor shall provide Police Details as required to comport pedestrians around the site when construction activities interrupt the use of City sidewalks.

#### 1.11 SECURITY

- A. Contractor shall at all times comply with the security measures established by the Owner and Engineer. Contractor shall be responsible for the security of his work and equipment. The Owner is not responsible for losses due to theft.
- B. Contractor shall thoroughly familiarize himself with the security measures contemplated by the Owner before submitting his bid as no claims for additional monies due to these security measures will be allowed.
- C. Contractor and/or his employees or Subcontractors shall not enter the facility without notifying and receiving permission from the Owner's representative.
- D. The Owner, his employees and agents shall not be responsible for the protection and security of the Contractor's equipment, facilities, tools and materials. Contractor shall provide his own security measures, if in his opinion, they are warranted. Contractor's security measures shall be approved by the Engineer and the Owner and shall not interfere or pose a hazard to the Owner, his employees, agents, visitors, customers, the facility or its contents and grounds.

#### 1.12 TEMPORARY PROJECT OFFICES AND ENCLOSURES

- A. The Contractor may provide temporary field offices and other temporary enclosures for storage, tools, employee clothes, change convenience and other activities that may be required. Coordinate location with Owner. Area is to be kept clean and must not interfere with safe pedestrian and vehicle flow.
- B. The construction office and all storage shall be in secured temporary enclosures. Provide and maintain fire-fighting equipment for all temporary buildings and enclosures. Upon completion of the Project, remove temporary buildings and enclosures from the site assuming all costs in connection with their removal and proper clean up.

#### 1.13 THERMOMETER

- A. Install an official project outdoor thermometer in a shaded-from-the-sun, conveniently readable location, which will give reasonably accurate readings of the actual temperatures, and which can be reached easily for resetting. Thermometer shall be resettable type indicating daily maximum and minimum temperature. Contractor shall keep a permanent daily log of those readings.

#### 1.14 EXISTING DRAWINGS AND CONSTRUCTION DOCUMENTS

- A. The Owner shall provide the Contractor with three (3) sets of construction Drawings and Specifications. Additional sets will be provided upon request at cost.
- B. Contractor shall keep on the job site at all times the following items:
  - 1. The most recent issue of the Drawings and Specifications, including all changes made by addenda, sketches, bulletins, and change orders.
  - 2. Health and Safety Data Sheets (MSDS sheets).
  - 3. The most recent issue of approved submittals. Obsolete or unapproved submittals and Health and Safety Data Sheets shall not be kept at the job site.
  - 4. All material evaluation reports.

#### 1.15 PROTECTION OF LANDSCAPING, PAVEMENT AND FURNISHINGS

- A. Contractor shall protect existing landscaping and pavement areas as necessary or as required. Do not stockpile/store construction materials or debris materials in such a manner that it will permanently harm the landscaping or the pavement. Provide temporary protection to protect landscaping and pavement.

- B. Contractor shall bring back to its original conditions (repair or replace in a manner acceptable to the Engineer and Owner) any portion of the landscaping (including lawns, trees, bushes and plantings), parking areas and pavements or equipment that is damaged by the Contractor or his Subcontractors' operations.
- C. Contractor shall temporarily remove, store in the area designated by the Owner and replace in their original locations all furnishings located below skylights to be replaced. All damage to existing furnishings caused by the Work shall be corrected by the Contractor at no additional expense to the Owner.

#### 1.16 PROTECTION OF WORK

- A. Contractor shall protect the project site including the building, its contents, all streets, walls, underground and overhead utilities. All areas shall be left in a watertight condition in their entirety at all times. Contractor shall provide protective measures and materials to assure that each element will be without damage or deterioration throughout the entire construction period up to the date of final completion. Any defective elements shall be removed and replaced at the Contractor's expense and to the satisfaction of the Engineer and Owner. Remove protective coverings and materials at the appropriate time, but no later than final cleaning operations.
- B. No work shall take place during inclement weather. No work shall take place when moisture is present on the work area or in any of the materials. The Engineer may order the work stopped when, in his opinion, the weather conditions warrants him to do so. Contractor shall take such measures as necessary to dry out work surfaces so that the work can continue with minimum delay.
- C. Contractor shall cover and protect all walls, windows, projections, soffits, etc. where material is to be hoisted or removed from the building. Contractor shall be responsible for all scrapes, stains, and damage to the walls and shall repair or replace any walls, windows, siding, etc., which are damaged by his operations, to the satisfaction of the Engineer and Owner. Any areas damaged shall be restored or cleaned, to the satisfaction of the Owner by the Contractor at no cost to the Owner.
- D. Whenever the possibility exists that debris or materials may fall causing a hazard to persons inside or outside the building, the Contractor shall post one or more of his employees to temporarily close these hazardous areas. The person in charge of the facility shall be notified prior to the commencement of work which may pose this type of hazard. Proper barricades shall be provided to prevent normal access to or around these areas.
- E. Contractor shall properly protect all areas where falling debris or dust is expected due to his operations. Contractor shall be responsible for providing adequate personnel to clean and protect these areas. Contractor shall include these costs in the bids.

- F. Protect the building interior, contents, Owner's employees and customers from all hazards associated with the Contractor's operations.
- G. Any damage to the interior of the building or its contents due to the Contractor's operations or to leaks during the Contractor's operations shall be corrected at the Contractor's expense to the satisfaction of the Owner and the Engineer.
- H. Any damage to the exterior of the building or any equipment due to the Contractor's operations shall be corrected at the Contractor's expense or to the satisfaction of the Owner and the Engineer.
- I. No member of the structure shall be overstressed due to construction loads.
- J. Contractor is to provide any necessary protection to the installed work prior to acceptance by the Owner and Engineer. The Contractor at no additional cost to the Owner shall correct any damage incurred during this period.

#### 1.17 PROJECT REPRESENTATION

- A. Contractor covenants and agrees with Owner that it will not make any use whatsoever of or cause others to make or assist others in making any use whatsoever of, any photograph, drawing or other representation of the structure which is the subject matter of this agreement and will not make any use whatsoever of the corporate or trade names, of Owner, or any portion thereof, or any of its trademarks, or any portion thereof, in connection with any advertising, promotion, publicity or other printed material. It is expressly understood and agreed that Contractor's obligation under this provision shall survive performance of the terms of this agreement, its rescission or other termination and that this provision shall remain in full force and effect and shall be deemed severable from an independent of the other provisions of this agreement.
- B. Contractor shall not place, erect, hang or otherwise display any type of advertising or sign on the project site without the written permission of the Owner.

#### 1.18 EMERGENCY REPAIRS

- A. Contractor shall provide Owner, Project Coordinator, and Engineer with the name, address, and home telephone number of the Project Superintendent and at least two tradesmen that can be called in an emergency basis, including nights and other times when the Contractor is not working on the job, to take care of leaks on an emergency basis.
- B. Such emergency work will be done at no additional cost to the Owner if such leaks are a result of the Contractor's negligence. If for any reason the Contractor's representatives cannot be reached within two hours, others will make temporary repairs and the Contractor will be backcharged for this work.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION**

## SECTION 01 60 00

### MATERIAL AND EQUIPMENT

#### PART 1 – GENERAL

##### 1.01 GENERAL REQUIREMENTS

- A. The General Conditions of the Contract for Construction and the General Requirements are hereby made part of this specification.
- B. Work on the project, which requires submittals, shall not commence and materials shall not be ordered until all necessary submittals including shop drawings, product data, and samples are reviewed and approved in writing by the Engineer.

##### 1.02 SECTION INCLUDES

- A. The work of this section consists of ***Products, Transportation and Handling, Storage and Protection, Weather and Temperature Requirements, Substitutions.***

##### 1.03 PRODUCTS

- A. Products is defined as new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

##### 1.04 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

##### 1.05 STORAGE AND PROTECTION

- A. Contractor shall follow the recommended storage procedures of the manufacturer of the materials being used. No storage on or within the building will be allowed without written permission from the Owner.

- B. All moisture sensitive materials shall be stored in weatherproof trailers or temporary protective shelters and shall be stored at least 4 in. above the ground on stable pallets or skids and shall at all times be completely covered and secured. Tarpaulins or a similar "breathable" material shall be used to cover materials. Rubber or plastic materials shall not be acceptable. Factory applied "shrink packs" or plastic wrappings shall not be acceptable.
- C. Materials stored on the ground shall be thoroughly secured against moisture and wind. Materials and their coverings shall be tied and/or weighted to prevent uncovering or blowing of material by the wind. Contractor shall be responsible for damages caused by blowing and improperly stored material and equipment.
- D. Materials shall be handled with care and shall not be installed if they have been damaged in any way due to handling, storage or manufacturing defects. Contractor shall promptly mark and remove from the site any damaged or improperly stored materials when so requested by the Engineer.
- E. All materials are to be stored at the recommended temperature range as specified by the manufacturer. Contractor shall provide manufacturer's information to the Engineer concerning storage and handling of flammable or volatiles materials. The "shelf life" materials shall be provided with the date of manufacturer of all perishables. Materials which become congealed, thick, non-uniform or otherwise unsuitable for proper application shall be removed from the project site and replaced with new, properly stored and tested materials.
- F. Provisions for placement of the Contractor's equipment must be planned by the Contractor and submitted to the Owner and the Engineer for approval.
- G. Provide off-site storage and protection when site does not permit on-site storage or protection.

#### 1.06 WEATHER AND TEMPERATURE REQUIREMENTS

- A. Work shall not commence or proceed, with the exception of the completion of necessary temporary measures to make the building weathertight, when the ambient air temperature is below 40°F unless otherwise specified.
- B. Work shall not commence or proceed, with the exception of the completion of necessary temporary measures to make the building weathertight, when precipitation of any kind, or winds in excess of 20 miles per hour are present or imminent or when, in the sole judgment of the Engineer or his authorized representatives, conditions are unfavorable or detrimental to the proper installation of the systems.
- C. Work shall not commence or proceed, with the exception of the completion of necessary temporary measure to make the building weathertight, when water,

ice or frost is present on or within the materials or surfaces to which materials are to be applied.

- D. Work shall not commence or proceed with the exception of the completion of necessary temporary measures to make the building weathertight when the temperature is too hot to allow proper installation, or when existing or previously installed work is being damaged by the application, or when temperature conditions present a health or safety hazard to the workers on the site.

#### 1.07 SUBSTITUTIONS

- A. Whenever the proposal of substitute material, equipment or process is permitted by the Specifications, the proposed substitute material, equipment or process shall be submitted in accordance with the General Conditions and subject to the requirements contained herein and the construction regulations and laws of the Commonwealth of Massachusetts.
- B. After the start of construction, the proposal of substitute material, equipment or process will be considered only for one of the following reasons:
  - 1. The manufacture or production of the specified material, equipment or process has been discontinued.
  - 2. The specified material, equipment or process is not available in sufficient quantity or quantities to complete the work. Failure of the Contractor to award subcontracts in sufficient time, or failure of the Contractor and/or subcontractor to place orders for material, equipment or process so as to insure delivery or execution without delaying the Work shall not establish cause for approval of substitutions.
  - 3. Delays beyond the control of the Contractor, such as but not limited to, strikes, lockouts, storms, fires, or earthquakes, which preclude the procurement and delivery of materials or equipment for the Project as included in Contractor's proposal.
  - 4. Advancement of the delivery date, provided this advances the overall progress of the Work.
  - 5. Improvement in quality or function of the material, equipment or process.
- C. The Contractor must submit a separate request in writing for each proposed substitution, supported with complete data with drawings, specifications, samples as appropriate, including:
  - 1. Comparison of the qualities of the proposed substitution with that specified.
  - 2. Changes required in other elements of the Work because of substitution.
  - 3. Effect on the construction schedule.
  - 4. Cost data comparing the proposed substitution with the product specified.
  - 5. Any required license fees or royalties.
  - 6. Availability of maintenance service and source of replacement materials.

- D. Any proposed substitute material, equipment or process shall be subject to the following conditions:
1. Submittal of the proposed substitute material, equipment or process per the General Conditions.
  2. Submittal of the request for a substitute early enough to allow ample lead time for the Engineer's review, preparation of the submittals, fabrication and delivery, without delaying the Work.
  3. Approval of substitution by the Engineer and Owner.
- E. A request for substitution constitutes a representation that the Contractor:
1. Has investigated proposed product and determined that it is equal to or superior in all respects to that specified.
  2. Will provide the same warranty for the Substitution as for the specified product.
  3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
  4. Waives claims for additional costs or time extension which may subsequently become apparent.
  5. Will reimburse Owner for review or redesign services associated with approval.
- F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION**

## SECTION 01 70 00

### CONTRACT CLOSEOUT

#### PART 1 – GENERAL

##### 1.01 GENERAL REQUIREMENTS

- A. The General Conditions of the Contract for Construction and the General Requirements are hereby made part of this specification.

##### 1.02 SECTION INCLUDES

- A. The work of this section consists of ***Final Cleaning and Closeout, Project Record Documents, Warranties and Bonds.***

##### 1.03 FINAL CLEANING AND CLOSEOUT

- A. Each Subcontractor or Contractor, in addition set forth in the General Conditions, shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work.
- B. At the completion of the Project, the Contractor shall restore or replace all property damaged by his Work and shall remove all spots, paint, smears, soil, concrete, mortar, sealant, adhesives, asphalt, writing, droppings, or other foreign materials, from all Work. Remove all temporary protection from all the Work. Final cleaning shall include as a minimum:
  - 1. Clean site; sweep paved areas, rake clean landscaped surfaces.
  - 2. Remove waste and surplus materials, rubbish, and construction facilities from the site.
  - 3. The Contractor shall clean all walls, windows or other building and grounds elements that have been affected by his work.
  - 4. Repair, patch and touch-up marred surfaces to specified finish to match adjacent surfaces.
- C. Contractor shall submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is substantially complete in accordance with Contract Documents and ready for Engineer's and Project Coordinator's inspection. Engineer and Project Coordinator shall issue a punch list consisting of unacceptable Work and items. Contractor shall immediately make acceptable such punch list items to the satisfaction of the Engineer, Project Coordinator, and Owner. Contractor shall then notify, in writing, the Engineer and Project Coordinator, that all such punch list items are complete, and he is ready for reinspection. Any subsequent costs relative to re-inspections that are required due to the Contractor not properly correcting the punch list items shall be paid for by the Contractor and will be deducted from his final application for payment.

- D. Contractor shall not remove crews or equipment until the project is totally completed, including punch list items, without the written permission of the Engineer.
- E. If the Contractor fails to totally complete the project by the completion date required by the Contract Documents and as modified by any change orders, the Contractor shall pay all Engineering and Project Coordinator costs incurred from this project by the Owner after Contract Completion Date. These costs will be deducted from the Contractor's Final Requisition for Payment.
- F. If the Contractor feels that he cannot properly complete the work during the given time constraints, then he shall make provisions for and submit his plans and requirements for working a double shift and/or weekends in order to complete the project by the date given in the Contract Documents.
- G. Contractor shall submit Final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- H. Contractor shall submit as-built drawings after substantial completion of the Project. The as-builts shall include, but not be limited to, the sepias of the Drawings incorporating all changes and bulletins (enclosed in clouds), location and size of unit price work, all shop drawings incorporating all changes (enclosed in clouds), and all approved submittals.
- I. Closeout submittals include, but are not limited to the following:
  - 1. Project Record Documents.
  - 2. Operation and Maintenance Data.
  - 3. Maintenance Manuals.
  - 4. As-built Drawings.
  - 5. Manufacturer's inspection reports and punch list.
  - 6. Warranties and Guarantees.
  - 7. Evidence of payments and release of liens, including but not limited to:
    - a. Contractor's Affidavit of Payment of Debts and Claims-AIA G706.
    - b. Contractor's Affidavit of Release of Liens-AIA G706A, with Consent of Surety to Final Payment (AIA G707), and Contractor's release of waivers of lien for subcontractors, suppliers and others with lien rights against property of Owner, together with a list of those parties.
  - 8. Disposal manifests and written certification that all materials removed from the site have been disposed of in strict accordance with existing federal, state and local laws.

#### 1.04 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
  - 1. Contract Drawings.
  - 2. Project Manual, including addenda.
  - 3. Specifications.
  - 4. Approved shop drawings.
  - 5. Change Orders and other Modifications to the Contract.
  - 6. Field change authorizations.
- B. Store Record Documents separate from documents used for construction. Maintain documents in clean, dry, legible condition; do not use record documents for construction purposes. Make documents available at all times for inspection by Engineer and Owner.
- C. Record information concurrent with construction progress.
- D. Specifications and Addenda: Legibly mark to record:
  - 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark the record set of Contract Documents using a red pencil for all graphic work and red ink for all written work to record actual construction:
  - 1. Field changes of dimension and detail.
  - 2. Location and extent of all repairs.
  - 3. Details not on original Contract Drawings.
  - 4. Changes not made by change order and field change authorization.
- F. Legibly mark shop drawings to record changes made after approval.
- G. Submit record documents to Engineer at completion of project.

#### 1.05 WARRANTIES AND BONDS

- A. The act of the Contractor in executing the Contract or the Work shall be considered as his acceptance of the following guarantees covering the Project:
  - 1. Any materials, workmanship or equipment furnished as part of this Project which prove defective or fail to operate properly, within two (2)

years, or as otherwise specified in the Contract Documents, of the date of acceptance of the Work, shall be repaired and/or replaced by the Contractor promptly upon notification from the Owner and without cost to the Owner. Also reference Divisions 02 through 32 for additional warranties and guarantees.

2. Date of acceptance will be established by the Owner, Project Coordinator, and Engineer upon finding all items of this Project have achieved final completion as to quality of workmanship and materials.

**PART 2 - PRODUCTS** (Not used)

**PART 3 - PRODUCTS** (Not Used)

**END OF SECTION**

## SECTION 02 05 00

### SELECTIVE DEMOLITION

#### PART 1 – GENERAL

##### 1.01 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.

##### 1.02 DESCRIPTION OF WORK

- A. The work of this section consists of the selective demolition and legal disposal of materials, to be removed at specified locations. The work shall include, but is not limited to, the following:
1. The removal and legal disposal of all materials at areas designated to be renovated, or abutting new work, as required to complete the work, including but not limited to, existing windows and the west elevation storefront system, as indicated on the drawings. **Note: All work designated to be completed on the first floor shall be BASE BID work, and all work designated to be completed on the 2<sup>nd</sup> floor shall be ALTERNATE NO. 1 work.**
  2. Windows shall be removed and coordinated with the installation of new windows in such a manner that the work is completed in one workday. Overnight temporary protection will not be allowed without prior approval of the owner.
  3. Contractor shall provide all temporary shoring necessary to support surrounding masonry effected by the removal of the windows.
  4. All permanent site features, including trees and monuments, adjacent to the construction shall be protected from damage during the course of this project.

##### 1.03 RELATED WORK

- A. Section 08 11 00 – Exterior Doors  
B. Section 08 44 00 – Glazed Aluminum Curtain Wall  
C. Section 08 51 00 – Aluminum Windows

##### 1.04 PROJECT COORDINATION

- A. The Contractor shall cooperate fully with the Owner in all aspects of the demolition, including but not limited to, the following: allocation of demolition

areas, demolition equipment, dumpsters, dump trucks, chutes, protection; hours of operation, and traffic flow.

- B. It is the responsibility of the Contractor to coordinate the work of this Section with all other work on the project including temporary structures.
- C. Contractor shall coordinate completion and clean up of work on a daily basis, including maintaining water-tightness for project duration.

#### 1.05 SUBMITTALS

- A. The Contractor shall submit a description of all procedures and equipment to be utilized to perform the cleaning, demolition work and debris control.
- B. Contractor shall submit to the Architect, for approval, proposed methods used to contain dust and fumes in the work area.
- C. The Contractor shall provide a list of damaged or deteriorated elements of the building and adjacent areas to the Architect prior to the demolition process and shall be responsible for repair or replacement of damaged or deteriorated items not on that list when the operations of the Contractor are substantially complete.

#### 1.06 HAZARDOUS WASTE

- A. If any hazardous waste materials, or materials suspected to contain hazardous waste including asbestos, are encountered during construction, demolition, or cutting and patching, the Contractor shall contact the appropriate Massachusetts State Agency and the appropriate Federal Agency concerning all questions and the latest procedures for the safe removal, disposal, or encapsulation of these materials and shall adhere to all procedures. The Contractor shall provide the Architect these procedures prior to any demolition. The Contractor shall also provide the Architect all information related to the safe disposal of such (i.e. dumping slips, manifestation reports, etc.).
- B. If the Contractor or Subcontractor disturbs, removes, disposes, or encapsulates these materials without written authorization and instructions from the Architect; or disturbs, removes, disposes, or encapsulates these materials in a manner not in accordance with the authorizations and instructions, the Contractor and Subcontractor shall indemnify, defend, and hold harmless the Owner and Engineer against any loss, damage, or liability arising or resulting from such unauthorized improper acts of the Contractor and Subcontractor; and further, the Owner and Architect shall not be responsible for any such loss, damage, or liability arising or resulting from the Contractor's or Subcontractor's acts.

## **PART 2 - PRODUCTS**

#### 2.01 MATERIALS

- A. Provide adequate number and size of dumpsters; refuse containers, trucks, chutes, etc. for proper execution of demolition work. All demolition removal

containers shall be properly protected and maintained on a daily basis. Owner must approve locations of dumpsters/refuse containers. Contractor shall submit to the Engineer, for approval, proposed methods used to conduct demolition operations and debris control.

## **PART 3 – EXECUTION**

### **3.01 DEMOLITION**

- A. The contractor is responsible for removing and legally disposing of existing doors and associated components as required to install replacement windows, curtainwall, doors and associated materials. Refer to drawings for exact locations.
- B. Care shall be taken when removing the existing window and door systems so that no damage occurs to the opening substrates including but limited to the floor slabs, walls and adjacent building components. Existing fasteners shall be cut flush or removed and filled with approved material. Contractor shall provide all temporary shoring necessary to support surrounding masonry effected by the removal of the windows.
- C. Windows shall be removed and coordinated with the installation of new windows in such a manner that the work is completed in one workday. Overnight temporary protection will not be allowed without prior approval of the owner.
- D. Contractor shall be responsible for removing and legally disposing of all construction related and associated debris from site every day. No debris shall be stored on site without the permission of the Owner.
- E. Contractor shall protect all surfaces adjacent to demolition work in a manner acceptable to the Owner.

### **3.01 DUST AND FUME CONTROL**

- A. Contractor shall take all necessary precautions to (1) keep dust confined in the present work area and (2) prevent hazardous accumulations of dust, fumes, mists, vapors, or gases in areas occupied during construction.
- B. Contractor shall submit to the Architect, for approval, proposed methods used to contain dust and fumes in the work area. At a minimum, Contractor shall provide adequate protection at air intake units so as to prevent dust, fumes, vapors or gases from entering the facility. Contractor shall employ an industrial hygienist to monitor air quality during application of hazardous or volatile materials, if required.

### **3.02 DEBRIS CONTROL**

- A. Contractor shall remove all debris from the project site and shall legally dispose of all debris generated by the project. Debris shall be properly protected (and totally

covered at the end of each work day) while on site and shall be properly secured and totally covered before it is transported. Debris shall be removed from the project site on a weekly basis or more often as required to maintain a neat clean site. Project site shall be broom swept on a daily basis.

- B. Contractor shall be responsible for any damages to the landscaping; the building and its contents; and any vehicles as a result of his negligence during the demolition and/or construction process.

### 3.03 NOISE CONTROL

- A. All demolition and construction work that creates excessive noise shall be reviewed with the Architect as to the types of equipment that is intended for use during normal business hours and obtain Architect's and Authority's approval for such use. Noise limits shall conform to the requirements of the local governing body.

### 3.04 BARRICADES

- A. The Contractor shall provide and maintain suitable barriers as required to prevent public entry, and to protect the work, existing facilities, trees and plants from public construction operations; remove when no longer needed or at completion of Work. Barriers shall conform to city and state laws, ordinances and permit requirements.
- B. All work areas shall be protected and well marked with fences or barriers and as required by public officials. Provide such barricades, safety and traffic control equipment, and police officer as shall be necessary to restrict traffic from work areas and protect all pedestrians, Owners, tenants, and visitors during construction. Contractor shall provide and maintain all necessary temporary barricades for safe conduct of his work, or as required by federal, state, or local laws or ordinances and in accordance with OSHA requirements and other requirements of this specification.

### 3.05 PROTECTION OF WORK

- A. Contractor shall protect the project site including the building, its contents, all streets, walls, underground, and overhead utilities. All areas shall be left in a watertight and secure condition in their entirety at all times. Contractor shall provide protective measures and materials to assure that each element will be without damage or deterioration throughout the entire construction period up to the date of final completion. Any defective elements shall be removed and replaced at the Contractor's expense and to the satisfaction of the Engineer and Owner. Remove protective coverings and materials at the appropriate time, but no later than final cleaning operations.
- B. No work shall take place during inclement weather. No work shall take place when moisture is present on the work area or in any of the materials. The

Engineer may order the work stopped when, in his opinion, the weather conditions warrants him to do so. Contractor shall take such measures as necessary to dry out work surfaces so that the work can continue with minimum delay.

- C. Contractor shall cover and protect all walls, windows, projections, soffits, etc. as necessary to ensure that damage does not occur. Contractor shall be responsible for all scrapes, stains, and damage and shall repair or replace any walls, windows, siding, etc., which are damaged by his operations, to the satisfaction of the Engineer and Owner. Any areas damaged shall be restored or cleaned, to the satisfaction of the Owner by the Contractor at no cost to the Owner.
- D. Whenever the possibility exists that debris or materials may fall causing a hazard to persons inside or outside the building, the Contractor shall post one or more of his employees to temporarily close these hazardous areas. The person in charge of the facility shall be notified prior to the commencement of work that may pose this type of hazard. Proper barricades shall be provided to prevent normal access to or around these areas.
- E. Contractor shall properly protect all areas where debris or dust is expected due to his operations. Contractor shall be responsible for providing adequate personnel to clean and protect these areas. Contractor shall include these costs in the bids.
- F. Protect the building interior, contents, Owner's employees and customers from all hazards associated with the Contractor's operations.
- G. Any damage to the interior of the building or its contents due to the Contractor's operations during the Contractor's operations shall be corrected at the Contractor's expense to the satisfaction of the Owner and the Engineer.
- H. Any damage to the exterior of the building or any associated building equipment due to the Contractor's operations shall be corrected at the Contractor's expense or to the satisfaction of the Owner and the Engineer.

### 3.06 REPAIR OF DAMAGES

- A. Damage to any portion of the building which results in disruption of or inconvenience to the Owner or his employees shall be immediately repaired or replaced by the Contractor. If such restitution is not promptly made, the Owner shall have the necessary work performed by an outside agency at the Contractor's expense.

### 3.07 DEMOLITION CLEANING

- A. The building and adjacent areas shall be left in a broom-clean condition at the end of each day. On completion of the work of this section and after removal of all debris, the site shall be left in a clean condition satisfactory to the Owner and to the Engineer.
- B. At the completion of the Project, the Contractor shall restore or replace all property damaged by his Work and shall remove all spots, paint, smears, soil,

concrete, mortar, sealant, adhesives, asphalt, writing, droppings, or other foreign materials, from all Work. Remove all temporary protection from all the Work.

Final cleaning shall include as a minimum:

1. Clean site; sweep paved areas, rake clean landscaped surfaces.
2. Remove waste and surplus materials, rubbish, and construction facilities from the site.
3. The Contractor shall clean all walls, windows or other building and grounds elements that have been affected by his work.
4. Repair, patch and touch-up marred surfaces to specified finish to match adjacent surfaces.

**END OF SECTION**

## SECTION 08 11 00

### ENTRANCES & DOORS

#### PART 1 – GENERAL

##### 1.01 GENERAL REQUIREMENTS

- A. The General Conditions of the Contract for Construction and the General Requirements are hereby made part of this specification.

##### 1.02 SECTION INCLUDES

- A. The Contractor shall supply all materials, equipment and labor required for completion of the work under this section.
- B. Work shall include, but is not limited to, furnishing and installing new replacement exterior entrance frames, doors, sidelight glazing, hardware, sealant and all other associated components/ materials to install the replacement door and entrance systems, as indicated on the drawings, as follows:
  - 1. All work associated with the furnishing and installation of complete door system indicated at the new exterior ramp location, as indicated on the drawings, and as required to accomplish the work as specified and detailed.
  - 2. **IMPORTANT: All existing security devices shall be removed and reinstalled in the new door systems. Proper function and performance of security devices shall be verified before removal and after reinstallation.**
- C. All work shall be performed in a first class, workmanlike manner. The Contractor shall schedule and coordinate the work to minimize any inconvenience to the building occupants and any disruption of the normal use of the building.
- D. All materials shall be verified by Contractor to be proper for each intended use, and the entire work of this Section shall be done in such a manner that each installation will perform its intended purpose as applicable, in the finished work.
- E. The drawings indicate and show limits of construction for this project. The specifications specify material and work requirements for this project. Both are complementary to each other and both shall be followed to complete the work.

##### 1.03 RELATED WORK UNDER OTHER SECTIONS

- A. Section 02 05 00 – Demolition
- B. Section 03 30 00 – Cast-in-Place Concrete
- C. Section 05 50 00 – Metal Fabrications

#### 1.04 SUBMITTALS

- A. Manufacturer's descriptive literature and data sheets on each product including all accessories and materials proposed.
- B. Manufacturers' certifications that the specified door system products conform to or exceed the performance specification testing requirements as listed in Para. 2.01, 2.02 and 2.03 below.
- C. Two (2) copies of current applicable test reports covering all test procedures for the Door.
- D. Two-6" long sections of doorframe and threshold extrusion.
- E. Material Safety Data Sheets for all materials submitted.
- F. Shop Drawings: Complete shop drawings showing door elevations, plan drawings, full size sections, hardware required door construction, reinforcing and anchoring details, and door operator requirements shall be submitted and approved prior to fabrication.
- G. Project schedule including start dates and duration of the various phases of the work.

#### 1.05 PRODUCT DELIVERY, HANDLING AND STORAGE

- A. All products shall be new and of the best quality. All materials shall be delivered to the site in the Manufacturer's unopened containers with Manufacturer's labels intact, which shall also include the project reference, maintenance manuals and warranty information.
- B. Products and materials shall be delivered to the site in sufficient quantities to allow continuity of the work.
- C. All products and materials shall be handled and stored in strict accordance with the Manufacturer's requirements. All products materials shall be stored in dry locations, protected from the weather and elevated off the ground. Finishes shall be fully protected from scratching, denting, scuffs and all other types of damage.
- D. All flammable materials shall be stored in a cool, dry area away from sparks and open flames. Follow precautions outlined on containers or supplied by material Manufacturer/supplier.
- E. The Contractor shall provide all storage facilities. The buildings shall not be used as storage areas.
- F. The location of all storage facilities and staging shall be approved and coordinated with the Owner.

#### 1.06 JOB CONDITIONS

- A. Do not remove or install new doors in high winds (over 25 mph) or inclement weather. Coordinate schedule and all work areas with management 24 hours in advance.
- B. All minor grinding of concrete shall be done with grinders equipped with dust collection devices attached and operating. Minimal dust shall be caused by this operation. If dust collection devices are insufficient to limit airborne dust, grinders equipped with automatic water spray devices, to keep the work wet at all times, may be required. It is a primary objective of this project to limit the dust created by the grinding to levels required in the Massachusetts Environmental Code.

#### 1.07 DOOR PERFORMANCE REQUIREMENTS

- A. General: Provide door assemblies that have been designed and fabricated to comply with specified performance requirements, as demonstrated by testing manufacturer's corresponding standard systems.
- B. Air Infiltration: For a single door 3'-0" x 7'-0", test specimen shall be tested in accordance with ASTM E 283 at pressure differential of 6.27 psf. Door shall not exceed 0.58 cfm/ft<sup>2</sup>.
- C. Water Resistance: For a single door 3'-0" x 7'-0", test specimen shall be tested in accordance with ASTM E 331 at pressure differential of 7.50 psf. Door shall not have water leakage.
- D. Thermal Transmission, Exterior Doors, U-Value, AAMA 1503-98: Maximum of 0.29 BTU/hr x sf x degrees F. Minimum of 55 CRF value.

#### 1.08 CONTRACTOR'S GUARANTEE

The Contractor shall provide the Owner a guarantee, in a form acceptable to the Owner, guaranteeing the work to be free from material or workmanship defects in accordance with the following conditions:

- A. The guarantee shall require the Contractor to repair or replace any materials or workmanship found to be deficient at no additional cost to the Owner.
- B. The guarantee shall be for a minimum period of two (2) years from the date of acceptance by the Owner.

#### 1.09 WARRANTIES

- A. The ENTIRE Replacement Door System will be guaranteed for **10 years**.

- B. System Manufacturer will guarantee THE INSTALLATION of its products. Proper installation of frames, doors and hardware will be supervised and guaranteed by the System Manufacturer to be installed per manufacturer's standards. Acceptance of this warrant condition must be provided by System Manufacturer to the owner/architect before materials can be accepted.
- D. Warrantees are to be in **WRITING** from the System - Door manufacturer, and **MUST** be submitted before invoices for payment will be reviewed.

## PART 2 - PRODUCTS

### 2.01 ENTRANCES & STOREFRONT SYSTEM

- A. Entire storefront entrance system shall meet Massachusetts Energy Code (2015 IECC) requirements for entrance systems, with a maximum U-Factor of 0.80 for the entrance doors.

### 2.02 ALUMINUM FRAMES:

- A. Tubular Framing:
  - 1. Size and Type: 2-inch by 6-inch thermally broken framing, by thickness as indicated on the drawings, with glazing stops for 1" insulated glazing unit.
  - 2. Materials: Aluminum Alloy 6063-T5, 1/8-inch minimum wall thickness.
  - 3. Thermal Break: Fiberglass pultrusion thermal strut and pocket filler
  - 4. Applied Door Stops: 0.625-inch high, with screws and weatherstripping. Doorstop shall incorporate pressure gasketing for weathering seal. Counterpunch fastener holes in door stop to preserve full metal thickness under fastener head.
  - 5. Frame Members: Box type with 4 enclosed sides. Open-back framing is not acceptable.
  - 6. Joints:
    - a. Secure joints with fasteners.
    - b. Provide hairline butt joint appearance.
  - 7. Field Fabrication: Field fabrication of framing using stick material is not acceptable.
  - 8. Hardware:
    - a. Pre-machine and reinforce frame members for hardware in accordance with manufacturer's standards and hardware schedule.
    - b. Factory install hardware.

- B. Frame finish shall be Clear Anodized Finish, Clear 215 R1, AA-M10C12C22A41

## 2.03 ALUMINUM FRAMED DOORS

### A. General

- 1. Major portions of the door sections shall have .188" (5 mm) wall thickness. Glazing stop sections shall have .050" (1.2 mm) wall thickness.

### B. Entrance Doors

- 1. Door stiles shall be no less than 5" (127 mm) wide (not including glass stops).
- 2. Door stiles and rails shall have hairline joints at corners. Heavy concealed reinforcement brackets shall be secured with screws and shall be of deep penetration and fillet welded.
- 3. Weather stripping shall be wool pile and shall be installed in one stile of door pairs and in jamb stiles of center pivoted doors.

- C. Door stops shall include a bulb weather-strip that complies with ASTM E 2203 specification.

## 2.04 GLAZING

- A. Entranceway Framing shall be "dry glazed" with recyclable EPDM gasket on both exterior and interior. Configurations shall be as indicated on the drawings.

### B. Glass and Glazing

- 1. Exterior lite annealed 3/16" thick glass.
- 2. Interior lite shall be clear with Low E # 3 surf annealed 3/16".
- 3. Total interior air space shall be 5/8"
- 4. Overall unit thickness shall be 1" thick
- 5. All glazing to be used in entranceways, and where required by code, shall be tempered/laminated on the interior lite.

- C. All insulated glass shall come with a 10 yr. warranty.

## 2.05 DOOR HARDWARE

### A. DOOR HINGES:

- 1. Door hinges shall be continuous Roton Hinge.

### B. EXIT DEVICES:

- 1. Exit devices shall be Von Duprin Series 98 or approved equal, surface

mounted, stainless steel touch pad, strikes, and keyed cylinder dogging feature.

2. Certification: ANSI A156.3, Grade 1  
Devices, trims and cylinders shall be from one manufacturer.  
Devices shall carry a five-year limited warranty.
3. Existing keyed entries shall have existing cylinders transferred to the new locking exit device.

C. CLOSERS:

1. Closers shall be LCN 4050 Series Closer, or approved equal. Door closers shall be of rack and pinion construction with a cold headed heat-treated steel spindle and a steel piston precision machined and heat treated. The case shall be of cast iron with seamless cold headed steel spring tube. A two-piece or seamed spring tube shall not be acceptable. Springs shall be tempered chrome silicon. Closers shall have a heavy-duty, forged steel main arm.
2. Certification: ANSI/BHMA A156.4, Grade 1  
ADA/ANSI A117.1  
UL10C and UBC  
Closers shall carry a ten-year limited warranty.

D. Door Pulls: Solid bar stock, 1 inch diameter, 12 inches High, "D" configuration. Furnish Heavy Duty Thru-bolt mounting.

F. Threshold shall be 6" wide x 1/2 " tall mill finish extruded aluminum 6063 such as model #172A by Pemko Mfg. Co., 5535 Distribution Drive, Memphis, TN 38141 Telephone: 800-824-3018 or approved equivalent.

G. Doors shall be equipped with new weatherstripping at entire perimeter. Weatherstripping shall consist of the following:

2. Neoprene tube seals shall be applied to the door frame at the hinge side and the top frame rabbet.
3. The meeting rails and bottom of doors shall be equipped with double nylon brush weatherstripping, attached to the edge of the door.

2.06 SEALANT MATERIALS

A. Sealant for entrance perimeters not contaminated with existing urethane sealant shall be a one-part, neutral curing, silicone sealant such as Dow Corning 795 as manufactured by Dow Corning, Inc., Beechwood, OH; Spectrem 2 as manufactured by Tremco, Inc., Beechwood, OH; or SikaSil-C 995, as manufactured by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071 or approved equal. Color shall match the surrounding materials to the satisfaction of the Owner, and be chosen by the Owner. Contractor shall perform

compatibility and adhesion tests in-situ, with test results submitted to the Engineer.

- B. Sealant for those areas where existing urethane sealant remains shall be a multi-component, chemically curing, gun grade polyurethane sealant such as Dymeric 511 as manufactured by Tremco, Inc., Beechwood, OH, Sonolastic NP-2 as manufactured by Sonneborn, 889 Valley Park Drive, Shakopee, MN 55379 or Sikaflex –2c, NS as manufactured by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071 or approved equal. Color shall match the surrounding materials to the satisfaction of the Owner, and be chosen by the Owner. Contractor shall perform compatibility and adhesion tests in-situ, with test results submitted to the Engineer.
- C. All accessories for sealant materials shall be by the same Manufacturer or approved by the Manufacturer including the following:
  - 1. Primer
  - 2. Solvents
  - 3. Cleaners
- D. New backer rod shall be closed cell polyethylene backer rod of proper size to provide 25% compression when installed. Backer rod shall be Ethafoam SB Brand sealant backer rod as manufactured by Dow Chemical or approved equal.

## **PART 3 – EXECUTION**

### **3.01 PREPARATION**

- A. Do not remove existing door until replacement doors are available and ready for installation. Replacement doors and existing door openings shall be field measured and verified with shop drawings and replacement doors on site prior to removal of existing doors.
- B. Existing doors shall be carefully removed as not to damage the substrates adjacent to and at the door rough opening.
- C. Clean dirt, debris, oil, grease, imperfections and other foreign substances that would affect the proper installation of the doors, bond of sealants, from all surfaces to receive new building components and materials.
- D. New fastener layout shall be offset from existing fasteners (minimum 1-1/2” clearance from existing fastener locations). Fastener size, spacing and layout for door system framing shall meet or exceed Massachusetts State Building Code (9th Edition).

### 3.02 DOOR INSTALLATION

- A. Comply with all manufacturer's specifications and recommendations for installation of replacement door units, hardware and other components of work.
- B. Set units plumb, level and true to line, without warp or rack of frame. Anchor securely in place. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action.
- C. Set sill members and other sub-frame members in a continuous bed of sealant to provide weather tight construction. Seal units following installation and as required to provide weather tight system.
- D. Install door perimeter weatherstripping at all operable doors, all sides.
- E. Install door perimeter sealant joints as specified.

### 3.03 ADJUSTMENT AND CLEANING

- A. All doors shall be adjusted for specified clearance spacing, operation including closing, opening, latching, hook-type door holders and general operational adjustment. Doors and hardware shall operate smoothly and latch properly. All doors and hardware components shall be adjusted as per manufacturers' recommendations to allow for proper operation. Installation and work on other doors in the project shall not proceed until installed units are operating properly.
- B. Clean all door and frame surfaces promptly after installation of doors, exercising care not to damage the protective coatings and finishes. Follow all manufacturers recommendations and instructions for cleaning door system framing. Remove all foreign substances, glazing and sealant compound, dirt and other substances.

### 3.04 SEALANT

All materials must be installed by skilled mechanics in accordance with the manufacturer's written instructions so as to produce weathertight and watertight joints.

- A. Do not apply caulking when the ambient air temperature or the temperature of surface to be caulked or sealed is below 40°F or above 100°F. Do not apply caulking or sealant during rain or snow. Only apply sealant to clean, dry and frost-free substrates.
- B. Primer: Sealant joints shall be primed as recommended by the sealant manufacturer prior to installation of foam backer rod or bond breaker tape.
- C. Foam Backer Rod:
  - 1. Backer rod shall be installed as indicated on the drawings.

2. Install backer rod carefully with a blunt-nosed tool achieving approximately 30% compression. Do not puncture, tear, twist, or stretch backer rod. Splices shall be butted tightly.
3. Install backer rod to provide a depth-to-width ratio for the sealant joint of 1:2.

D. Sealant:

1. Force sealant tightly into the joint, forcing out all air pockets and filling the void completely. Nozzle size shall be of the proper size to the particular joint.
2. Sealant shall be dry-tooled immediately after application to provide a smooth, uniform surface of the hour-glass shape.

3.05 PROTECTION OF WORK

- A. All holes due to nails, pins, temporary shimming, bracing or the like shall be carefully filled with matching materials and, if appropriate, painted to match adjacent existing surfaces.
- B. Contractor is to provide any necessary protection to the installed work prior to acceptance by the Owner and Engineer. Any damage incurred during this period shall be corrected by the Contractor at no additional cost to the Owner.

**END OF SECTION**

## SECTION 08 11 00

### EXTERIOR DOORS

#### PART 1 – GENERAL

##### 1.01 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.

##### 1.02 DESCRIPTION OF WORK

- A. The Contractor shall supply all materials, equipment and labor required for completion of the work under this section.
- B. Work shall include, but is not limited to, furnishing and installing new replacement exterior entrance frames, doors, hardware and all other associated components/ materials to install the replacement door and entrance systems, as indicated on the drawings. **Note: All work designated to be completed on the first floor shall be BASE BID work, and all work designated to be completed on the 2<sup>nd</sup> floor shall be ALTERNATE NO. 1 work.**
- C. All work shall be performed in a first class, workmanlike manner. The Contractor shall schedule and coordinate the work to minimize any inconvenience to the building occupants and any disruption of the normal use of the building.
- D. All materials shall be verified by Contractor to be proper for each intended use, and the entire work of this Section shall be done in such a manner that each installation will perform its intended purpose as applicable, in the finished work.
- D. The drawings indicate and show limits of construction for this project. The specifications specify material and work requirements for this project. Both are complementary to each other and both shall be followed to complete the work.

##### 1.03 RELATED WORK

- A. Section 02 05 00 – Selective Demolition
- B. Section 08 44 00 – Glazed Aluminum Curtain Wall
- C. Section 08 51 00 – Aluminum Windows

##### 1.04 SUBMITTALS

- A. Submit the following under the provisions of Section 01 33 00.
  - 1. Manufacturer's descriptive literature and data sheets on each product including all accessories and materials proposed.

2. Manufacturers' certifications that the specified door system products conform to or exceed the performance specification testing requirements as listed in Specification Sub-Section 1.09 Performance Requirements of Section 08 51 00.
3. Two (2) copies of current applicable test reports covering all test procedures for the Fiberglass Reinforced Polyester (FRP) Doors.
4. Two-6" long sections of doorframe and threshold extrusion.
5. Material Safety Data Sheets for all materials submitted.
6. Shop Drawings: Complete shop drawings showing door elevations, plan drawings, full size sections, hardware required door construction, reinforcing and anchoring details shall be submitted and approved prior to fabrication.
7. Project schedule including start dates and duration of the various phases of the work.

#### 1.05 PRODUCT DELIVERY, HANDLING AND STORAGE

- A. All products shall be new and of the best quality. All materials shall be delivered to the site in the Manufacturer's unopened containers with Manufacturer's labels intact.
- B. Products and materials shall be delivered to the site in sufficient quantities to allow continuity of the work.
- C. All products and materials shall be handled and stored in strict accordance with the Manufacturer's requirements. All products materials shall be stored in dry locations, protected from the weather and elevated off the ground. Finishes shall be fully protected from scratching, denting, scuffs and all other types of damage.
- D. All flammable materials shall be stored in a cool, dry area away from sparks and open flames. Follow precautions outlined on containers or supplied by material Manufacturer/supplier.
- E. The Contractor shall provide all storage facilities. The buildings shall not be used as storage areas.
- F. The location of all storage facilities and staging shall be approved and coordinated with the Owner.

#### 1.06 JOB CONDITIONS

- A. Do not remove or install new doors in high winds (over 25 mph) or inclement weather. Coordinate schedule and all work areas with management 24 hours in advance.

- B. All minor grinding of concrete shall be done with grinders equipped with dust collection devices attached and operating. Minimal dust shall be caused by this operation. If dust collection devices are insufficient to limit airborne dust, grinders equipped with automatic water spray devices, to keep the work wet at all times, may be required. It is a primary objective of this project to limit the dust created by the grinding to levels required in the Massachusetts Environmental Code.

#### 1.07 CONTRACTOR'S GUARANTEE

The Contractor shall provide the Owner a guarantee, in a form acceptable to the Owner, guaranteeing the work to be free from material or workmanship defects in accordance with the following conditions:

- A. The guarantee shall require the Contractor to repair or replace any materials or workmanship found to be deficient at no additional cost to the Owner.
- B. The guarantee shall be for a minimum period of two (2) years from the date of acceptance by the Owner.

#### 1.08 WARRANTIES

- A. System Manufacturer will guarantee its products for a period of 10-years. Proper installation of frames, doors and hardware will be supervised and guaranteed by the System Manufacturer to be installed per manufacturer's standards. Acceptance of this warrant condition must be provided by System Manufacturer to the owner/architect before materials can be accepted.
- B. Warrantees are to be in **WRITING** from the System - Door manufacturer, and **MUST** be submitted before invoices for payment will be reviewed.

### PART 2 - PRODUCTS

#### 2.01 ALUMINUM ENTRANCEWAY FRAMING:

- A. Aluminum door frame shall be thermally broken and integrated into the curtainwall frame, and shall be glazed into the curtainwall glazing pocket. The thermal barrier shall be thermal struts, consisting of glass reinforced polyamide nylon, mechanically crimped in raceways extruded in the exterior and interior extrusions.

#### 2.02 FRP FLUSH DOORS

- A. New doors shall be Model SL-20 Flush Doors with fiberglass reinforced polyester (FRP) face sheets, as manufactured by Special-Lite, Inc., Decatur, Michigan, or approved equal. Door configuration shall be as indicated on the drawings, with vision glass panels where indicated.
- B. Door Opening Size: nominal dimensions, as indicated on the drawings.

- C. Construction:
1. Door Thickness: 1-3/4 inches.
  2. Stiles and Rails: Aluminum Alloy 6063-T5, minimum of 2-5/16-inch depth.
  3. Corners: Mitered.
  4. Provide joinery of 3/8-inch diameter full-width tie rods through extruded splines top and bottom as standard tubular shaped stiles and rails reinforced to accept hardware as specified.
  5. Securing Internal Door Extrusions: 3/16-inch angle blocks and locking hex nuts for joinery. Welds, glue, or other methods are not acceptable.
  6. Furnish extruded stiles and rails with integral reglets to accept face sheets. Lock face sheets into place to permit flush appearance.
  7. Rail caps or other face sheet capture methods are not acceptable.
  8. Extrude top and bottom rail legs for interlocking continuous weather bar.
  9. Meeting Stiles: Pile brush weatherseals. Extrude meeting stile to include integral pocket to accept pile brush weatherseals.
  10. Bottom of Door: Install bottom weather bar with nylon brush weatherstripping into extruded interlocking edge of bottom rail.
  11. Glue: Use of glue to bond sheet to core or extrusions is not acceptable.
- D. Face Sheet:
1. Material: FRP, 0.120-inch thickness, finish color throughout. Abuse-resistant engineered surface.
  2. Texture: Sandstone.
  3. Color: To be selected by Owner from standard color charts and to match new window frames and insulated panels.
- E. Core:
1. Material: Poured-in-place polyurethane foam.
  2. Density: Minimum of 5 pounds per cubic foot.
  3. R-Value: Minimum of 9.

## 2.03 GLAZING

- A. FRP Doors shall be factory glazed with screw-applied aluminum stops anodized to match perimeter door rails. 1-inch glass insulating units. Configurations shall be Half Lite.
- B. Aluminum Framed Entrance Doors shall be dry glazed with extruded pressure fitting aluminum glazing stops, and a gasket that complies with ASTM E 2203 specification.
- C. Glass and Glazing
1. Insulated Glazing Units shall be constructed as follows:
    - a. Exterior lite - bronze tinted, heat strenthend 1/4" thick glass, with softcoat (sputtered) Low E on the #2 surface.
    - b. Interior lite - shall be clear with, tempered/laminated 1/4" thick glass.

- c. Total interior air space shall be 1/2", argon filled, with warm edge spacer.
- d. Overall unit thickness shall be 1" thick

2. Glazing Unit Performance Values

Visible Light Transmission	SHGC	Shading Coefficient	Outdoor Visible Light Reflectance	U-Value Winter	U-Value Summer
42%	0.27	0.31	7%	0.29	0.27

- 3. All insulated glass shall be tested, certified and carry the respective IGCC-CBA level certification number on the glass spacer.
- 4. Test reports supporting IGCC-CBA certification shall be submitted with bid.
- 5. All insulated glass shall include a 10 yr. warranty.

2.04 DOOR HARDWARE

A. DOOR HINGES:

- 1. Door hinges shall be continuous Roton Hinge.

B. EXIT DEVICES:

- 1. Exit devices shall be ED5200 Series Pushpad Exit Devices as manufactured by Corbin Russwin Architectural Hardware, or approved equal. The exit device chassis shall be cold forged steel, electroplated for corrosion resistance, and shall be architecturally finished stainless steel. The pushpad mechanism shall be constructed of extruded aluminum and shall be scalped with architecturally finished stainless steel. The maximum projection shall be 3-1/4" when the pushpad is active and 2-3/4" when the pushpad is dogged down. Trims shall be through-bolted with concealed fasteners. Escutcheon and pull type trims shall be constructed of brass or bronze. All lever trims shall use cast or forged levers. On trims with cylinders, the mechanism that locks and unlocks the trim shall be housed in the trim and not in the active case of the exit device. Exit devices and trims shall be furnished in BHMA standard architectural finishes. Exit devices shall be listed by Underwriters Laboratories (UL) for safety as panic hardware.
- 2. Certification: ANSI A156.3, Grade 1  
Devices, trims and cylinders shall be from one manufacturer.  
Devices shall carry a five-year limited warranty.
- 3. Existing keyed entries shall have existing cylinders transferred to the new locking exit device.

C. CLOSERS:

- 1. Closers shall be DC6210xA12, as manufactured by Corbin Russwin

Architectural Hardware, or approved equal. Door closers shall be of rack and pinion construction with a cold headed heat-treated steel spindle and a steel piston precision machined and heat treated. The case shall be of cast iron with seamless cold headed steel spring tube. A two-piece or seamed spring tube shall not be acceptable. Springs shall be tempered chrome silicon. Closers shall have a heavy-duty, forged steel main arm.

2. Certification: ANSI/BHMA A156.4, Grade 1  
ADA/ANSI A117.1  
UL10C and UBC  
Closers shall carry a ten-year limited warranty.
3. Existing keyed entries shall have existing cylinders transferred to the new locking exit device.

D. THRESHOLD:

1. Threshold shall be 6" wide x 1/2 " tall mill finish extruded aluminum 6063 such as model #172A by Pemko Mfg. Co., 5535 Distribution Drive, Memphis, TN 38141 Telephone: 800-824-3018 or approved equivalent.

2.05 ALUMINUM MATERIAL FINISH

- B. Finish aluminum framing and door systems with 50% PVDF fluoropolymer finishes in accordance with Aluminum Association Designation AA-M12-C42-R1X. Color shall be off-white, as chosen by the Owner, from standard color charts, to match window systems.

2.06 SEALANT MATERIALS

- A. Sealant for door perimeters not contaminated with existing urethane sealant shall be a one-part, neutral curing, silicone sealant such as Dow Corning 795 as manufactured by Dow Corning, Inc., Beechwood, OH; Spectrem 2 as manufactured by Tremco, Inc., Beechwood, OH; or SikaSil-C 995, as manufactured by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071 or approved equal. Color shall match the surrounding materials to the satisfaction of the Owner, and be chosen by the Owner.
- B. Sealant for those areas where existing urethane sealant remains shall be a multi-component, chemically curing, gun grade polyurethane sealant such as Dymeric 511 as manufactured by Tremco, Inc., Beechwood, OH, Sonolastic NP-2 as manufactured by Sonneborn, 889 Valley Park Drive, Shakopee, MN 55379 or Sikaflex -2c, NS as manufactured by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071 or approved equal. Color shall match the surrounding materials to the satisfaction of the Owner, and be chosen by the Owner.
- C. All accessories for sealant materials shall be by the same Manufacturer or approved by the Manufacturer including the following:
1. Primer
  2. Solvents

3. Cleaners

- D. New backer rod shall be closed cell polyethylene backer rod of proper size to provide 25% compression when installed. Backer rod shall be Ethafoam SB Brand sealant backer rod as manufactured by Dow Chemical or approved equal.
- E. New bond breaker tape, if required, shall be one side adhesive tape, for use in joints with inadequate depth or configuration for use of backer rod. Bond breaker tape shall be 470 Tape, as manufactured by 3M Company, or approved equal. Use of bond breaker tape shall be approved by the Engineer.

**PART 3 – EXECUTION**

3.01 INSTALLATION

- A. Comply with all manufacturer's specifications and recommendations for installation of replacement door units, hardware and other components of work.
- B. Set units plumb, level and true to line, without warp or rack of frame. Anchor securely in place. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action.
- C. Set sills and other sub-frame members in a continuous bed of sealant to provide weather tight construction. Seal units following installation and as required to provide weather tight system.
- D. Verify proper connection and function of electric exit devices, with the existing access control system.

3.02 ADJUSTMENT AND CLEANING

- A. All doors shall be adjusted for specified clearance spacing, operation including closing, opening, latching, hook-type door holders and general operational adjustment. Doors and hardware shall operate smoothly and latch properly. All doors and hardware components shall be adjusted as per manufacturers' recommendations to allow for proper operation. Installation and work on other doors in the project shall not proceed until installed units are operating properly.
- B. Clean all door and frame surfaces promptly after installation of doors, exercising care not to damage the protective coatings and finishes. Follow all manufacturers recommendations and instructions for cleaning door system framing. Remove all foreign substances, glazing and sealant compound, dirt and other substances.

3.03 SEALANT

All materials must be installed by skilled mechanics in accordance with the manufacturer's written instructions so as to produce weathertight and watertight joints.

- A. Do not apply caulking when the ambient air temperature or the temperature of surface to be caulked or sealed is below 40F or above 100F. Do not apply caulking or sealant during rain or snow. Only apply sealant to clean, dry and frost-free substrates.
- B. Primer: Sealant joints shall be primed as recommended by the sealant manufacturer prior to installation of foam backer rod or bond breaker tape.
- C. Foam Backer Rod:
  - 1. Backer rod shall be installed at all control joints and elsewhere as indicated on the drawings.
  - 2. Install backer rod carefully with a blunt-nosed tool achieving approximately 30% compression. Do not puncture, tear, twist, or stretch backer rod. Splices shall be butted tightly.
  - 3. Install backer rod to provide a depth-to-width ratio for the sealant joint of 1:2.
- D. Sealant:
  - 1. Force sealant tightly into the joint, forcing out all air pockets and filling the void completely. Nozzle size shall be of the proper size to the particular joint.
  - 2. Sealant shall be dry-tooled immediately after application to provide a smooth, uniform surface of the recommended profile.

#### 3.04 PROTECTION OF WORK

- A. All holes due to nails, pins, temporary shimming, bracing or the like shall be carefully filled with matching materials and, if appropriate, painted to match adjacent existing surfaces.
- B. Contractor is to provide any necessary protection to the installed work prior to acceptance by the Owner and Engineer. Any damage incurred during this period shall be corrected by the Contractor at no additional cost to the Owner.

**END OF SECTION**

## SECTION 08 44 00

### GLAZED ALUMINUM CURTAIN WALL

#### PART 1 – GENERAL

##### 1.01 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.

##### 1.02 DESCRIPTION OF WORK

- A. The work of this Section consists of providing all labor and materials as indicated on the Drawings and specified herein, required to complete the aluminum curtain wall work, including but not limited to the following:
  - 1. Furnish and install new thermally broken, glazed aluminum curtain wall, together with necessary mullions, panning, trim, expanders, and all other accessories, including sealants. **Note: All work designated to be completed on the first floor shall be BASE BID work, and all work designated to be completed on the 2<sup>nd</sup> floor shall be ALTERNATE NO. 1 work.**
- B. All work shall be performed in a first class, workmanlike manner. The Contractor shall schedule and coordinate the work to minimize any inconvenience to the building occupants and any disruption of the normal use of the building.
- C. All materials shall be verified by Contractor to be proper for each intended use, and the entire work of this Section shall be done in such a manner that each installation will perform its intended purpose as applicable, in the finished work.
- D. The drawings indicate and show limits of construction for this project. The specifications specify material and work requirements for this project. Both are complementary to each other and both shall be followed to complete the work.

##### 1.03 RELATED WORK

- A. Section 02 05 00 – Selective Demolition
- B. Section 08 11 00 – Exterior Doors
- C. Section 08 51 00 – Aluminum Windows

#### 1.04 SUBMITTALS

- A. **Product Data:** Submit manufacturer's specifications, recommendations and standard details for aluminum window units, including certified test laboratory reports as necessary to show compliance with requirements.
- B. **Shop Drawings:** Indicate opening dimensions, typical unit elevations at 3/4" scale and full size detail sections of every typical composite member. Show anchors, hardware, operators and other components not included in manufacturer's standard data. Include framed opening tolerances, glazing details, affected related work, installation requirements, and modifications to existing details.
- C. **Structural Requirements:** Provide drawings and/or structural calculations, stamped by a Structural Engineer registered in the State of Massachusetts, indicating the compliance with all applicable sections of the 8<sup>th</sup> Edition of the Massachusetts State Building Code (MSBC), and meeting the applicable requirements of para. 1.06.A. of this Section.
- C. **Samples:** Submit samples as follows:
  - 1. One sample of each required aluminum finish, on 6 inch long sections of extrusion shapes and aluminum sheets as required for curtainwall.
  - 2. Additional samples, as directed by Architect, to show fabrication techniques, workmanship of component parts and design of hardware and other exposed auxiliary items.
  - 3. Two-6" long sections of curtain wall frame extrusions.
- D. **Manufacturer's Certificate:** Certify that Products meet or exceed specified requirements. Submit firm's qualifications.
- E. Submit color charts for standard colors of manufacturers available aluminum coatings and sample chips of specified color.
- F. Test reports documenting compliance with requirements of Section 1.05.
- G. Submit complete samples of manufacturer warranties.
- H. Samples of materials shall be provided without cost to the owner, i.e., metal, glass, fasteners, anchors, frame sections, mullion section, corner section, etc.

#### 1.05 PRODUCT DELIVERY, HANDLING AND STORAGE

- A. All products shall be new and of the best quality. All materials shall be delivered to the site in the Manufacturer's unopened containers with Manufacturer's labels intact.

- B. Products and materials shall be delivered to the site in sufficient quantities to allow continuity of the work.
- C. All products and materials shall be handled and stored in strict accordance with the Manufacturer's requirements. All products materials shall be stored in dry locations, protected from the weather and elevated off the ground. Finishes shall be fully protected from scratching, denting, scuffs and all other types of damage.
- D. All flammable materials shall be stored in a cool, dry area away from sparks and open flames. Follow precautions outlined on containers or supplied by material Manufacturer/supplier.
- E. The Contractor shall provide all storage facilities. The buildings shall not be used as storage areas.
- F. The location of all storage facilities and staging shall be approved and coordinated with the Owner.

#### 1.06 PERFORMANCE REQUIREMENTS

##### A. Curtain Wall System:

1. Wind loads: Provide Curtain Wall system; include anchorage, capable of withstanding wind load design pressures of 24.0 lbs./sq. ft. inward and 25.6 lbs./sq. ft. outward. The design pressures are based on the Massachusetts Building Code; 8th Edition
2. Air Infiltration: The test specimen shall be tested in accordance with ASTM E 283. Air infiltration rate shall not exceed 0.06 cfm/ft<sup>2</sup> (0.3 l/s · m<sup>2</sup>) at a static air pressure differential of 6.24 psf (300 Pa).
3. Water Resistance, (cyclic): The test specimen shall be tested in accordance with ASTM E 331. There shall be no leakage at a static air pressure differential of 12 psf as defined in AAMA 501.
4. Uniform Load: A static air design load of 50 psf (2394 Pa) shall be applied in the positive and negative direction in accordance with ASTM E 330. There shall be no deflection in excess of L/175 of the span of any framing member at design load. At structural test load equal to 1.5 times the specified design load, no glass breakage or permanent set in the framing members in excess of 0.2% of their clear spans shall occur.
5. Seismic: Phase I: 3 stroke cycles using .005 x the story height – no damage or failure.  
Phase II: 3 stroke cycles using .010 x the story height – no damage or failure.
6. Thermal Transmittance (U-factor): When tested to AAMA Specification 1503, the thermal transmittance (U-factor) shall not be more than: 0.42

BTU/hr/ft<sup>2</sup> /°F. per AAMA 507.

7. Condensation Resistance (CRF): When tested to AAMA Specification 1503, the condensation resistance factor shall not be less than  $73_{\text{frame}}$  and  $61_{\text{glass}}$  (clear),

#### 1.07 QUALITY ASSURANCE

##### A. Qualifications:

1. Installer Qualifications: Installer experienced (as determined by contractor) to perform work of this section who has specialized in the installation of work similar to that required for this project and who is acceptable to product manufacturer.
2. Manufacturer Qualifications: Manufacturer capable of providing structural calculations with P.E. stamp required, applicable independent product test reports, installation instructions, a review of the application method, customer approval and periodic field service representation during construction.

- ##### B. Pre-Installation Meetings: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions, and manufacturer's warranty requirements.

#### 1.08 CONTRACTOR'S GUARANTEE

The Contractor shall provide the Owner a guarantee, in a form acceptable to the Owner, guaranteeing the work to be free from material or workmanship defects in accordance with the following conditions:

- A. The guarantee shall require the Contractor to repair or replace any materials or workmanship found to be deficient at no additional cost to the Owner.
- B. The guarantee shall be for a minimum period of two (2) years from the date of acceptance by the Owner.

#### 1.09 WARRANTIES

##### A. Curtain Wall System (Manufacturer)

1. Curtain wall system shall be warranted 3 years by manufacturer against defects in material and workmanship.

##### B. Finish (Manufacturer)

1. Organic finish shall be warranted 5 years by manufacturer.
2. Provide organic finish warranty based on AAMA standard 2604.

- C. Insulated Glazing (Manufacturer)
  - 1. Insulated glazing shall be warranted 10 years by manufacturer against seal failure.
- D. Insulated Translucent Panels (Manufacturer)
  - 1. Insulated translucent panels shall be warranted 10 years by manufacturer against fiber exposure and abnormal color change.

## **PART 2 - PRODUCTS**

### **2.01 STANDARD OF QUALITY FOR MANUFACTURER**

- A. Standard of Quality, Design and Function: To establish a standard of quality, design, and function, glazed aluminum curtainwall have been based upon XTherm System 5600, with 2-1/2" sight line and 6" overall depth, manufactured by EFCO Corporation.
  - 1. Acceptable Manufacturers:
    - a. EFCO Corporation
    - b. Kawneer Company, Inc.
    - c. Wausau
- B. Manufacturers for products not listed in paragraph above must provide project specific testing.

### **2.02 MATERIALS**

- A. Aluminum (Curtain Wall and Components):
  - 1. Material Standard: Extruded Aluminum, ASTM B 221, 6063-T6 alloy and temper.
  - 2. Curtainwall system shall include an integral weeping system, to provide weeping and drainage throughout the system. A minimum of 2 weeps shall be provided for each section
  - 3. Member Wall Thickness: Each framing member shall provide structural strength to meet specified performance requirements.
  - 4. Tolerances: Reference to tolerances for wall thickness and other cross-sectional dimensions of curtain wall members are nominal and in compliance with AA Aluminum Standards and Data.
- B. Glass and Glazing

1. Glass:
    - a. Exterior lite - bronze tinted, annealed 1/4" thick glass, with softcoat (sputtered) Low E on the #2 surface.
    - b. Interior lite - shall be clear with, annealed 1/4" thick glass.
    - c. Total interior air space shall be 1/2", argon filled, with warm edge spacer.
    - d. Overall unit thickness shall be 1" thick
    - e. All glazing to be used in entranceways, and where required by code, shall be tempered/laminated on the interior lite.
  2. All insulated glass shall be tested, certified and carry the respective IGCC-CBA level certification number on the glass spacer.
  3. Test reports supporting IGCC-CBA certification shall be submitted with bid.
- C. Fasteners: Where exposed, shall be Stainless Steel.
- D. Gaskets: Glazing gaskets shall be extruded EPDM rubber.
- E. Perimeter Anchors: Aluminum. When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action.
- F. Thermal Barrier: Verticals shall utilize a rigid polymer that provides a mechanical and chemical bond between the thermal break material and extrusion. Horizontals shall utilize a silicone compatible elastomer thermal break separator which will adhere to silicone sealant.

## 2.03 FABRICATION

- A. General
1. Fabricate components per manufacturer's installation instructions and with minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal. Operable units shall be factory fabricated, not fabricated on site.
  2. Accurately fit and secure joints and corners. Make joints flush, hairline and weatherproof.
  3. Prepare components to receive anchor devices. Fabricate anchors.
  4. Arrange fasteners and attachments to conceal from view.
- B. Finish
1. Finish all exposed areas of aluminum curtain wall and components with 50% PVDF fluoropolymer finishes in accordance with Aluminum

Association Designation AA-M12-C42-R1X. Colors shall be as chosen by the Owner, from standard color charts.

#### 2.04 INSULATED PANELS

- A. Architectural panels shall be finished to match color chosen by the Owner. Panel shall be constructed with .032" aluminum faces at both sides of panels with water insensitive plastic substrates and polystyrene core, such as Alclad Aluminum panels as manufactured by High Standard, Inc., Dublin NH or approved equal. All panels shall be 1" thick.

#### 2.05 SELF ADHERING MEMBRANE

- A. Self-Adhering Flashing Membrane for use under window system and at end dams shall be CCW-705-TWF as manufactured by Carlisle Coatings & Waterproofing Incorporated, 900 Hensley Lane, Wylie, Texas 75098, Phone: (800) 527-7092 Fax: (972) 442-0076 or approved equal.

#### 2.06 SEALANT MATERIALS

- A. Sealant for locations not contaminated with existing urethane sealant shall be a one-part, neutral curing, silicone sealant such as Dow Corning 795 as manufactured by Dow Corning, Inc., Beechwood, OH; Spectrem 2 as manufactured by Tremco, Inc., Beechwood, OH; or SikaSil-C 995, as manufactured by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071 or approved equal. Color shall match the surrounding materials to the satisfaction of the Owner, and be chosen by the Owner.
- B. Sealant for those areas where existing urethane sealant remains shall be a multi-component, chemically curing, gun grade polyurethane sealant such as Dymeric 511 as manufactured by Tremco, Inc., Beechwood, OH, Sonolastic NP-2 as manufactured by Sonneborn, 889 Valley Park Drive, Shakopee, MN 55379 or Sikaflex -2c, NS as manufactured by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071 or approved equal. Color shall match the surrounding materials to the satisfaction of the Owner, and be chosen by the Owner.
- C. All accessories for sealant materials shall be by the same Manufacturer or approved by the Manufacturer including the following:
  - 1. Primer
  - 2. Solvents
  - 3. Cleaners
- D. New backer rod shall be closed cell polyethylene backer rod of proper size to provide 25% compression when installed. Backer rod shall be Ethafoam SB Brand sealant backer rod as manufactured by Dow Chemical or approved equal.

- E. New bond breaker tape, if required, shall be one side adhesive tape, for use in joints with inadequate depth or configuration for use of backer rod. Bond breaker tape shall be 470 Tape, as manufactured by 3M Company, or approved equal. Use of bond breaker tape shall be approved by the Engineer.

## **PART 3 – EXECUTION**

### **3.01 EXAMINATION**

- A. Site Verification of Conditions: Verify substrate conditions are acceptable for product installation in accordance with manufacturer's instructions. Verify openings are sized to receive curtain wall system and sill plate is level in accordance with manufacturer's acceptable tolerances.
  - 1. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.

### **3.02 INSTALLATION**

- A. General: Install curtain wall systems plumb, level, and true to line, without warp or rack of frames with manufacturer's prescribed tolerances and installation instructions. Provide support and anchor in place.
  - 1. Dissimilar Materials: Provide separation of aluminum materials from sources of corrosion or electrolytic action contact points.
  - 2. Weathertight Construction: Install sill members and other members in a bed of sealant or with joint filler or gaskets, to provide weathertight construction. Coordinate installation with wall flashings and other components of construction.

### **3.03 PROTECTION AND CLEANING**

- A. Protection: Protect installed product's finish surfaces from damage during construction. Protect aluminum curtain wall system from damage from grinding and polishing compounds, plaster, lime, acid, cement, or other harmful contaminants.
- B. Cleaning: Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to owner's acceptance. Remove construction debris from project site and legally dispose of debris.

**END OF SECTION**

Window Replacement Project  
Somerville Cable Access Television  
Somerville, MA  
RBA Project No. 2018057

## SECTION 08 51 00

### ALUMINUM WINDOWS

#### PART 1 - GENERAL

##### 1.01 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.

##### 1.02 DESCRIPTION OF WORK

- A. The work of this Section consists of providing all labor and materials as indicated on the Drawings and specified herein, required to complete the aluminum window replacement work, including but not limited to the following:
1. Furnish and install new factory glazed, thermally broken, aluminum architectural windows, double-hung, together with necessary mullions, panning, trim, expanders, operating hardware and all other accessories, including sealants and insulation in the weight pockets. **Note: All work designated to be completed on the first floor shall be BASE BID work, and all work designated to be completed on the 2<sup>nd</sup> floor shall be ALTERNATE NO. 1 work.**
  2. The Contractor shall use extreme caution. The Contractor is responsible for maintaining the facility in a weathertight condition during the work period. The Contractor is responsible for preventing any construction related material from entering the building during the work period.
- B. All materials shall be verified by Contractor to be proper for each intended use, and the entire work of this Section shall be done in such a manner that each installation will perform its intended purpose as applicable, in the finished work.
- C. The drawings indicate and show limits of construction for this project. The specifications specify material and work requirements for this project. Both are complementary to each other and both shall be followed to complete the work.
- D. Plans and dimensions under which the Work is to be performed are derived from a variety of sources. The existing conditions are provided for general information only. Actual conditions may vary. Contractor is required to verify existing window system composition, conditions, and dimensions prior to submitting his bid. No additional compensation or time extension will be made for dimensional errors or discoverable inaccuracies related to existing conditions in the contract documents.

### 1.03 RELATED WORK

- A. Section 02 05 00 – Selective Demolition
- B. Section 08 11 00 – Exterior Doors
- C. Section 08 44 00 – Glazed Aluminum Curtainwall

### 1.04 REFERENCES

- A. AAMA 502 - Voluntary Specification for Field Testing of Windows and Sliding Glass Doors.
- B. AAMA 2604-98 - Specification for High Performance Organic Coatings on Architectural Extrusions and Panels.
- C. ASTM E283 - Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors.
- D. ASTM E330 - Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
- E. ASTM E331 - Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
- F. ANSI Z97.1 - American National Standard for Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test.
- G. ASTM C162 - Standard Terminology of Glass and Glass Products.
- H. ASTM C1036 - Standard Specification for Flat Glass.
- I. ASTM C1048 - Standard Specification for Heat-Treated Flat Glass -- Kind HS, Kind FT Coated and Uncoated Glass.
- J. ASTM C1376 - Standard Specification for Pyrolytic and Vacuum Deposition Coatings on Glass.
- K. ASTM E773 - Standard Test Method for Seal Durability of Sealed Insulating Glass Units.
- L. ASTM E774 - Standard Specification for Sealed Insulating Glass Units.
- M. ASTM E1300 - Standard Practice for Determining the Minimum Thickness and Type of Glass Required to Resist a Specified Load.
- N. ASTM E2188 - Standard Test Method for Insulating Glass Unit Performance.
- O. ASTM E2189 - Standard Test Method for Testing Resistance to Fogging in Insulating Glass Units.
- P. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation.

- Q. CPSC 16 CFR 1201 - Safety Standard for Architectural Glazing Materials.
- R. Insulating Glass Manufacturers Alliance (IGMA)- Glazing Guidelines.

#### 1.05 PROJECT COORDINATION

- A. The Project Coordination Administrator shall be the Engineer as directed by the Owner. The Contractor shall cooperate fully with the Administrator in all aspects of the Work, including but not limited to, the following: allocation of demolition areas, demolition equipment, dumpsters, dump trucks, chutes, protection; hours of operation, and traffic flow.
- B. It is the responsibility of the Contractor to coordinate the work of this Section with all other work on the project.
- C. The contractor shall provide all necessary temporary protection needed to protect the existing building so as to ensure no leaks into the facility. Any damage to the existing window system caused by work of this contract shall be repaired at no cost to the owner. The Contractor shall maintain the building in a weathertight condition through the duration of the contract.
- D. Contractor shall coordinate completion and clean up of work on a daily basis, including maintaining weather-tightness for project duration.

#### 1.06 PROJECT PROGRESS SCHEDULES

- A. Contractor shall prepare and provide his Project Progress Schedule, prior to the preconstruction meeting, to the Engineer and Owner for review. The schedule shall show the complete sequence of construction by activity, with dates for beginning and completion of each element of construction. Identify each item by specification Section number. Provide sub-schedules to define critical portions of the entire schedule. Coordinate content with Schedule of Values.
- B. The Project Progress Schedule will be reviewed at the preconstruction meeting and will be updated at each construction meeting, or more often as needed. Contractor shall update the schedule after each meeting, identifying changes since previous version, and submit to all parties in advance of the next scheduled construction meeting, or as directed by the Engineer.

#### 1.07 SUBMITTALS

- A. **Product Data:** Submit manufacturer's specifications, recommendations and standard details for aluminum window units, including certified test laboratory reports as necessary to show compliance with requirements.
- B. **Shop Drawings:** Indicate opening dimensions, typical unit elevations at  $\frac{3}{4}$ " scale and full size detail sections of every typical composite member. Show anchors, hardware, operators and other components not included in manufacturer's

standard data. Include framed opening tolerances, glazing details, affected related work, installation requirements, and modifications to existing details.

- C. Samples: Submit samples as follows:
  - 1. One 6 inch long sample of each panning extrusion, as required for window units to be installed.
  - 2. One sample of each required aluminum finish, on 6 inch long sections of extrusion shapes and aluminum sheets as required for window units.
  - 3. Additional samples, as directed by Architect, to show fabrication techniques, workmanship of component parts and design of hardware and other exposed auxiliary items.
- D. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements. Submit firm's qualifications.
- E. Submit color charts for standard colors of manufacturers available aluminum coatings and sample chips of specified color.
- F. Test reports documenting compliance with requirements of Section 1.05.
- G. Submit complete samples of manufacturer warranties.
- H. Samples of materials shall be provided without cost to the owner, i.e., metal, glass, fasteners, anchors, frame sections, mullion section, corner section, etc.

#### 1.08 SYSTEM DESCRIPTION

- A. Double Hung windows shall be as indicated on the drawings, meeting AW-PG50 rating, with a minimum frame depth of 4".

#### 1.09 TESTING AND PERFORMANCE REQUIREMENTS

- A. Performance Requirements: Requirements for aluminum windows, terminology and standards of performance, and fabrication and workmanship are those specified and recommended in AAMA/WDMA/CSA 101/I.S.2/A440-08 and applicable general recommendations published by AAMA. Conform to more stringent of specified AAMA standards and following:
  - 1. Air Infiltration Test: Not exceed 0.25 cubic feet per minute per foot of crack length when tested at a pressure of 6.24 psf. Adjust sash to operate in either direction with a force not exceeding 45 pounds after the sash is in motion. Perform tests in accordance with ASTM E 283 with the sash in a closed and locked position.
  - 2. Water Resistance Test: Subject window unit to a water resistance test in accordance with ASTM E 331 with no water passing the interior face of the window frame and no leakage as defined in the test method. Mount the

glazed unit in its vertical position continuously supported around the perimeter and the sash placed in the fully closed and locked position. When a static pressure of 12 pounds per square foot has been stabilized, apply five gallons of water per square foot of window area to the exterior face of the unit for a period of 15 minutes.

3. Uniform Load Deflection Test: ASTM E 330 at 50 pounds per square foot: No member deflection more than 1/175 of its span. Maintain test load for a period of 10 seconds resulting in no glass breakage, permanent damage of fasteners, hardware parts, support arms, actuating mechanisms or any other damage causing the window to be inoperable.
4. Uniform Load Structural Test: Apply a minimum exterior and interior uniform load of 75 pounds per square foot to the entire outside surface of the test unit. Maintain this test load for a period of 10 seconds. Results: No glass breakage, permanent damage of fasteners, hardware parts, support arms, actuating mechanisms, or any other damage causing the window to be inoperable. And no permanent deformation of any frame or vent member in excess of 0.2 percent of its span.
5. Life Cycle Test: Per AAMA 101 and AAMA 910, provide proof that the product meets the criteria including passing air and water tests at the conclusion of the cycle tests.
6. Condensation Resistance Factor: Test in accordance with AAMA 1502 standards and tests of thermal performance resulting in a CRF of no less than 62.
7. "U" Value Tests: (Co-efficient of Heat Transfer): Thermal Transmittance Value of no more than 0.40 BTU/hr/ft<sup>2</sup>/F.
8. Product Certification: Per AAMA Certification Program, window manufacturer must submit certification that their base window system meets the AW criteria.
9. Testing: Where manufacturer's standard window units comply with requirements and have been tested in accordance with specified AAMA/NWWDA 101/I.S.2-97 tests, provide certification by AAMA certified independent laboratory showing compliance with such tests. Submit copy of the test report signed by the independent laboratory.

#### 1.10 QUALITY ASSURANCE

- A. A licensed DCAM certified Door & Window Contractor employing personnel experienced and skilled in aluminum window replacement work shall implement the specified work. The Contractor shall have a minimum of five (5) years experience performing the specified work. Contractor shall demonstrate to Owner's satisfaction that, within previous five (5) years, he has successfully performed and completed in a timely manner at least three (3) projects similar in scope and type.

- B. Perform Work in accordance with AAMA/NWWDA 101/I.S.2 and applicable general recommendations published by AAMA. Manufacturer shall be an active member in the AAMA certification program.
- C. Provide test reports from AAMA accredited laboratories certifying the performance as specified in 1.06.
- D. Test reports shall be accompanied by the window manufacturers letter of certification stating that the tested window meets or exceeds the referenced criteria for the appropriate window type.

#### 1.11 QUALIFICATIONS

- A. Manufacturer and Installer: Company specializing in manufacturing aluminum windows with minimum five years documented experience.

#### 1.12 ENVIRONMENTAL REQUIREMENTS

- A. Do not install sealants when ambient temperature is less than 40°F or when inclement weather is present or forecasted.
- B. Maintain this minimum temperature during and after installation of sealants.

#### 1.13 PROTECTION

- A. Contractor shall cover and protect any building surface to prevent damage from the work of this project. Adjacent surfaces shall be protected from damage resulting from any of the work performed in this section. This includes materials on both the interior and exterior of the building. Tarps, cloths, plastic, and any other necessary protective materials shall be set-up and maintained by contractor at all times during the work.
- B. Materials and building elements that are to be reinstalled shall be properly stored while restoration work is being performed to prevent any damage. This includes but is not limited to any wood trim or glazing to be reinstalled.
- C. Contractor is responsible for repairing anything damaged during the work to a quality satisfactory to the architect and the owner. This includes any dents, scrapes, scuffs, paint drips, or any other blemish to adjacent surfaces.

#### 1.14 CONTRACTOR'S USE OF PREMISES

- A. Contractor shall limit its use of the site for work and for storage to allow for:
  - 1. Public use of walks, parking lots, and driveways.
- B. Do not block exits at any time. Provide protected entranceways at each entrance when working in these areas.

- C. Coordinate work, use of the site, storage areas, and staging areas with the Owner. Limit use of the site and working hours to dates, times, and locations approved by the Owner.
- D. The Contractor is responsible for protecting all materials and equipment stored on the site.
- E. Smoking is not permitted on the grounds.
- F. Dispose of all trash and debris in a legal manner off-site. Do not throw debris from access equipment or staging. Conduct debris to approved containers on the ground. Locate debris containers only in locations approved by the Owner in advance.

#### 1.15 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying:
  - 1. Coating or material name.
  - 2. Manufacturer.
  - 3. Color name and number.
  - 4. Batch or lot number.
  - 5. Date of manufacture.
  - 6. Mixing and thinning instructions.
- B. Storage:
  - 1. Store materials in a clean dry area and within temperature range in accordance with manufacturer's instructions.
  - 2. Keep containers sealed until ready for use.
  - 3. Do not use materials beyond manufacturer's shelf life limits.
- C. Handling: Protect materials during handling and application to prevent damage or contamination.

#### 1.16 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on shop drawings.

**Note: No claims will be accepted for failure of the contractor to properly field measure the exterior masonry openings involved in the window replacement project. No exterior sealant joints shall exceed 3/4" in width. Gaps at intersection of openings and/or finishes is not allowed.**

#### 1.17 WARRANTIES AND GUARANTEES

- A. Total Window System (Contractor)

1. The responsible contractor shall assume full responsibility and warrant for two year the satisfactory performance of the total window installation which includes that of the windows, hardware, glass (including insulated units), glazing, anchorage and setting system, sealing, flashing, etc., as it relates to air, water and structural adequacy as called for in the specifications and approved shop drawings.
  2. Any deficiencies due to such elements not meeting the specifications shall be corrected by the responsible contractor at his expense during the warranty period.
- B. Insulated glazing (Manufacturer)
1. Insulated glazing shall be warranted 10 years against seal failure by manufacturer
- C. Windows and frames (Manufacturer)
1. Windows and frames shall be warranted 5 years by manufacturer against material failure.

## **PART 2 - PRODUCTS**

### **2.01 STANDARD OF QUALITY FOR MANUFACTURER**

- A. Standard of Quality, Design and Function: To establish a standard of quality, design, and function, glazed aluminum curtainwall have been based upon HXTherm Series HX45, triple glazed, manufactured by EFCO Corporation
1. Acceptable Manufacturers:
    - a. EFCO Corporation
    - b. Peerless
    - c. Graham Architectural Products
- B. Manufacturers for products not listed in paragraph above must provide project specific testing.

### **2.02 WINDOW MATERIALS**

- A. All windows shall be fixed or operable, as indicated on the drawings. Color shall be chosen by the Owner.
- B. Aluminum
1. Extruded aluminum shall be 6063-T5 or T6 alloy and tempered.
- C. Thermal Barrier

1. Provides a continuous uninterrupted thermal barrier around the entire perimeter of the frame and all sash, and not be bridged by any metal conductors at any point. The thermal barrier shall consist of glass reinforced polyamide nylon struts, mechanically crimped in the exterior and interior extrusions. Poured and de-bridged urethane thermal barriers shall not be permitted.
- D. Single Source Requirement
1. All products listed in Section 2.01 shall be by the same manufacturer.
- E. Glass and Glazing
1. All units are to be interior factory glazed with an exterior sloped putty bead glazing return. Putty bead profile shall be not less than 45° degree slope off the vertical plane of sash and shall extend inward a minimum of 0.312 inches. Snap on sloped beads are not permitted.
    - a. Exterior lite – shall be clear, annealed 3/16” thick glass, with softcoat (sputtered) Low E on the #2 surface.
    - b. Interior lite - shall be clear with, annealed 3/16” thick glass.
    - c. Total interior air space shall be 5/8”, argon filled, with warm edge spacer.
    - d. Overall unit thickness shall be 1” thick
    - e. All glazing where required by code, shall be tempered/laminated on the interior lite.
  2. All insulated glass shall be tested, certified and carry the respective IGCC-CBA level certification number on the glass spacer.
  3. Test reports supporting IGCC-CBA certification shall be submitted with bid.
  4. All insulated glass shall come with a 10 yr. warranty.
- F. Simulated True Muntin: The simulated muntin is a triple muntin system to simulate a true muntin appearance. Align muntins within the windows system and from window to window within an industry acceptable tolerance.
1. Exterior Grids: Hollow extruded aluminum, trapezoidal shape, finish to match the window system. Attach grids without exposed fasteners.
  2. Interior Grid: 0.750” x 0.062” aluminum bar or profile grid as applicable, finish to match window system.
  3. Muntin In-between Glass: Aluminum muntin in glass simulates glass perimeter spacer between interior and exterior applied grid. Machine and mechanically fasten the intersections of muntin grids. Fasten the grid to the sloped perimeter vent at each contact point.
- G. Window Hardware – Double Hung:

1. Balances shall be of appropriate size and capacity to hold both sash in position in accordance with AAMA 101, Section 2.2.1.3.2, and AAMA 902, Section 8.1.
2. Balances shall be high performance sash balances that are tested in accordance with AAMA 902 "Voluntary Specification for Sash Balances".
4. Balances shall meet all minimum AAMA 902 Class 5 requirements with a minimum .30 Manually Applied Force ratio (MAF).
5. Balances shall be attached to a locking carrier system that slides on extruded rails in the jamb channels. Sash shall be field removable for installation and maintenance. Balance mounting straps that are screw attached to the sash will not be allowed.
7. Provide units which have "lift-out" feature permitting easy removal of both sash from inside without special tools. Tilt-in type sash is not acceptable for this project
8. All primary weather-strip shall be pile construction.

2.03 CASING COVER SYSTEM: (Panning, Trims, Receptors, Mullions, Sills etc.)

- a. Exterior Casing Covers (Panning, Receptors, Subsills, Sills): Provide extruded prime alloy aluminum 6063-T5 no less than nominal 0.078 inch wall thickness. Casing covers of less than 2 inches in depth from the window frame may be of 0.062 inch wall thickness. Provide aluminum sections of one piece designed to lock around the entire window frame for a weathertight connection.
  1. Secure the casing cover section at the corners with stainless steel screws in integral screw ports with the joints back sealed using a compatible sealant.
  2. Exposed screws, fasteners or pop rivets are not acceptable on the exterior of the casing cover system.
- b. Exterior mullion covers: Extruded aluminum shape to provide rigidity, no less than nominal 0.062 inch wall thickness. Seal against the casing cover sections with continuous bulbous vinyl weatherstrip interlocked within the mullion cover.
- c. Interior trim:
  1. Interior Trim, Closures and Angles: As detailed, of extruded shapes no less than 0.062 inch nominal wall thickness.
  2. Snap Trim: Apply in full length without splices and attach with clips spaced no more than 18 inches on center. Clips shall be no less than 3 inches long. No exposed screws will be allowed on interior trim.

## 2.04 FINISH

- A. Finish aluminum window systems with 50% PVDF fluoropolymer finishes in accordance with Aluminum Association Designation AA-M12-C42-R1X. Color shall be chosen by the Owner, from standard color charts.

## 2.05 DIMENSIONAL LUMBER

- A. Blocking materials, including for replacement of deteriorated wood sills, shall be of sound stock, new, straight, of consistent size, free of stains and mildew. Blocking materials shall be kiln dried to a moisture content of not more than 19%. Pressure treated lumber shall be kiln dried a second time after treatment.
- B. Blocking materials shall be surfaced four sides and shall bear the grade and trademark of the association under whose rules it is produced, and a mark of mill identification. Materials shall be construction grade Douglas Fir, Hem-Fir, West Coast Hemlock, West Coast Fir, or Southern Yellow Pine.
- C. All new wood blocking and nailers shall be pressure-treated with waterborne salt preservatives that will have no deleterious effect on the roofing materials. Treatment shall be 0.40 lbs. per cubic foot of retention. Treatment shall leave a noticeable tint to wood so that treated wood can be visually differentiated from untreated wood. No oil-based pentachlorophenol or creosote treatments shall be permitted.

## 2.06 SEALANT MATERIALS

- A. Sealant for window perimeters not contaminated with existing urethane sealant shall be a one-part, neutral curing, silicone sealant such as Dow Corning 795 as manufactured by Dow Corning, Inc., Beechwood, OH; Spectrem 2 as manufactured by Tremco, Inc., Beechwood, OH; or SikaSil-C 995, as manufactured by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071 or approved equal. Color shall match the surrounding materials to the satisfaction of the Owner, and be chosen by the Owner.
- B. Sealant for those areas where existing urethane sealant remains shall be a multi-component, chemically curing, gun grade polyurethane sealant such as Dymeric 511 as manufactured by Tremco, Inc., Beechwood, OH, Sonolastic NP-2 as manufactured by Sonneborn, 889 Valley Park Drive, Shakopee, MN 55379 or Sikaflex -2c, NS as manufactured by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071 or approved equal. Color shall match the surrounding materials to the satisfaction of the Owner, and be chosen by the Owner.
- C. All accessories for sealant materials shall be by the same Manufacturer or approved by the Manufacturer including the following:
  - 1. Primer
  - 2. Solvents

### 3. Cleaners

- D. New backer rod shall be closed cell polyethylene backer rod of proper size to provide 25% compression when installed. Backer rod shall be Ethafoam SB Brand sealant backer rod as manufactured by Dow Chemical or approved equal.
- E. New bond breaker tape, if required, shall be one side adhesive tape, for use in joints with inadequate depth or configuration for use of backer rod. Bond breaker tape shall be 470 Tape, as manufactured by 3M Company, or approved equal. Use of bond breaker tape shall be approved by the Engineer.

## 2.07 SCREENS

- A. Half-height screens, finished to match the window frames, are to be installed on all operable windows:
  - 1. Screens: Screen frames to have double hollows and to have .078" nominal wall thickness. Frame members to be mitered, and mechanically fastened with two mechanical fasteners. Screen mesh to have a minimum 1" space from the glass surface and shall be installed in the screen track.
  - 2. Mesh: Screen cloth to be .023 stainless steel 12 x 12 mesh, powder coated. Each edge of screen to have a 1/2" 90 degree bend. Mesh to be held in place with coped extruded retainers, fastened through the mesh into the frame with tamper proof stainless steel screws.

## 2.08 SHEETMETAL

- A. Sheetmetal for cladding the wood trim and at other areas shown on the drawings, shall be .032" and .050" aluminum sheetmetal (thickness as indicated on the drawings), coated to match the adjacent window frame.

## 2.09 SELF-ADHERING MEMBRANE

- A. Self-Adhering Flashing Membrane for use under window system and at end dams shall be CCW-705-TWF as manufactured by Carlisle Coatings & Waterproofing Incorporated, 900 Hensley Lane, Wylie, Texas 75098, Phone: (800) 527-7092 Fax: (972) 442-0076 or approved equal.

## 2.10 INSULATION

- A. Insulation for use in filling the existing weight pockets shall be blown in cellulose.

## 2.11 SPARE PARTS

- A. Contractor shall supply spare parts for all components as follows:
  - 1. Hung Hardware: 2 complete sets of operable unit hardware, including balances, handles, etc.

2. Screens: 2 of each type.

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive work.
- B. Verify items provided by other sections of work are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work. Masonry surfaces shall be visibly dry and free of excess mortar, sand, and other construction debris. Wood frame walls shall be dry, clean, sound, well nailed, free of voids, and without offsets at joints. Metal surfaces shall be dry, clean; free of grease, oil dirt rust and corrosion, and weld slag; without sharp edges or offsets at joints.
- D. Verify that openings are dimensionally within allowable tolerances, plumb, level, clean, provide a solid anchoring surface and are in accordance with approved shop drawings.
- E. Examine openings, substrates, structural support, anchorage, and conditions, for compliance with requirements for installation tolerances; rough opening dimensions; levelness of sill plate; coordination with wall flashings, vapor retarders, and other built-in components; operational clearances; accurate locations of connections to building electrical system; and other conditions affecting performance of work.

#### **3.02 INSTALLATION**

- A. Use only skilled tradesmen with work done in accordance with approved shop drawings and specifications.
- B. Remove deteriorated wood sills, and install new pressure treated wood nailers to match the thickness of existing wood sills. Secure to existing framing.
- C. Plumb and align window faces in a single plane for each wall plane and erect windows and materials square and true. Adequately anchor to maintain positions permanently when subjected to normal thermal movement, specified building movement, and specified wind loads.
- D. Attachment system shall allow for the free and noiseless vertical and horizontal thermal movement due to expansion and contraction for a material temperature range of -20°F to +180°F. Buckling of panels, opening of joints, undue stress on fasteners, failure of sealants or any other detrimental effects due to thermal movement will not be permitted. Fabrication, assembly, and erection procedure shall account for the ambient temperature at the time of the respective operation. Panels shall be erected in accordance with an approved set of shop drawings.

- E. Furnish and apply sealants to provide a weathertight installation at all joints and intersections and at opening perimeters. Wipe off excess material and leave all exposed surfaces and joints clean and smooth.
- F. Furnish and install vandal resistant screens, in accordance with manufacturers specifications.
- G. Furnish and install insulation to provide a weathertight condition at the existing weight pockets.

### 3.03 SEALANT

All materials must be installed by skilled mechanics in accordance with the manufacturer's written instructions so as to produce weathertight and watertight joints.

- A. Do not apply caulking when the ambient air temperature or the temperature of surface to be caulked or sealed is below 40F or above 100F. Do not apply caulking or sealant during rain or snow. Only apply sealant to clean, dry and frost-free substrates.
- B. Primer: Sealant joints shall be primed as recommended by the sealant manufacturer prior to installation of foam backer rod or bond breaker tape.
- C. Foam Backer Rod:
  - 1. Backer rod shall be installed at all control joints and elsewhere as indicated on the drawings.
  - 2. Install backer rod carefully with a blunt-nosed tool achieving approximately 30% compression. Do not puncture, tear, twist, or stretch backer rod. Splices shall be butted tightly.
  - 3. Install backer rod to provide a depth-to-width ratio for the sealant joint of 1:2.
- D. Sealant:
  - 1. Force sealant tightly into the joint, forcing out all air pockets and filling the void completely. Nozzle size shall be of the proper size to the particular joint.
  - 2. Sealant shall be dry-tooled immediately after application to provide a smooth, uniform surface of the recommended profile.

### 3.04 FIELD QUALITY CONTROL

- A. The Contractor shall engage a qualified independent testing and inspecting agency to perform the required field tests and inspections of installed windows. Contractor shall include the cost for the field quality control in his bids

- B. Perform air and water testing on two (2) complete window assemblies, in accordance with ASTM E1105 – Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference and ASTM E783 – Standard Test Method for Field Measurement of Air Leakage Through Installed Existing Windows and Doors. Window testing shall be performed on windows at 25% completion. The Engineer shall direct and observe all window tests and the manufacturers technical representative shall be present for all window testing.
- C. Submit results of ASTM E1105 and ASTM E783 for the specified and approved windows/storefronts.
- D. Perform sealant adhesion tests in accordance with ASTM C1521 – Standard Practice for Evaluation of Adhesion of Installed Weatherproofing Sealant Joints and WK 21464 – Standard Practice for Non-Destructive Evaluation of Adhesion of Installed Weatherproofing Sealant Joints Using a Rolling Device. Contractor shall perform tests as a part of their quality control process and maintain a log for submission as part of the closeout documentation. Additional testing may be required and shall be performed as directed by the Engineer.
- E. Submit results of AAMA 501.2 for the specified and approved storefronts.
- F. Remove, repair or replace windows where test results indicate that they do not comply with the specified requirements.
- G. Additional testing and inspection shall be performed at the Contractor's expense to determine compliance of replaced or repaired work, following the completion of repairs or replacement.

### 3.05 FIELD INSPECTION

- A. The Engineer and the Owner's Project Manager will be on site periodically to observe the work progress and to monitor contract compliance. Any items observed not in compliance with the contract documents shall be identified and promptly corrected by the Contractor.
- B. Prior to the final project completion, inspections shall be made by representatives of the, Engineer, and Owner's Project Manager. A punch list will be developed by each and copies will be forwarded to the Contractor. Contractor shall immediately correct all punch list items. Deviations from the specifications and/or details must be corrected immediately. Warranty shall be issued upon final acceptance of the work.
- C. Contractor is to provide any and all necessary protection to maintain weathertightness during the project duration. Any interior damages that occur as a result of the Contractor's negligence shall become the Contractor's responsibility and he shall promptly repair and/or replace all damaged items to the satisfaction of the Engineer and Owner.

### 3.06 ADJUSTING AND FINAL CLEANING

- A. After completion of window installation, windows shall be inspected, adjusted, put into working order and left clean, free of labels, dirt, protective films etc. Interior and exterior window cleaning shall be provided by the Contractor at all new windows. Window cleaning shall include cleaning of frames and screens, and shall be performed using standard window cleaner techniques, including squeegee cleaning.
- B. The building and adjacent areas shall be left in a broom-clean condition at the end of each day. On completion of the work of this section and after removal of all debris, the site shall be left in a clean condition satisfactory to the Owner and to the Engineer.
- C. At the completion of the Project, the Contractor shall restore or replace all property damaged by his Work and shall remove all spots, paint, smears, soil, concrete, mortar, sealant, adhesives, asphalt, writing, droppings, or other foreign materials, from all Work. Remove all temporary protection from all the Work. Final cleaning shall include as a minimum:
  - 1. Clean site; sweep paved areas, rake clean landscaped surfaces.
  - 2. Remove waste and surplus materials, rubbish, and construction facilities from the site.
  - 3. The Contractor shall clean all walls, windows or other building and grounds elements that have been affected by his work.
  - 4. Repair, patch and touch-up marred surfaces to specified finish to match adjacent surfaces.

**END OF SECTION**

# WINDOW REPLACEMENT PROJECT

SOMERVILLE CABLE ACCESS TELEVISION  
 90 UNION SQUARE  
 SOMERVILLE, MASSACHUSETTS



AUGUST 28, 2019

NO  
DATE  
BY  
DESCRIPTION



SOMERVILLE CABLE ACCESS TELEVISION  
 90 UNION SQUARE  
 SOMERVILLE, MASSACHUSETTS  
 CITY OF SOMERVILLE  
 TITLE SHEET

## DRAWING INDEX

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A1	NORTH ELEVATION
A2	SOUTH ELEVATION
A3	EAST ELEVATION
A4	WEST ELEVATION
A5	WINDOW SCHEDULE
A6	CURTAIN WALL DETAILS
A7	CURTAIN WALL & DOOR DETAILS
A8	WINDOW DETAILS

DATE  
**08.28.19**

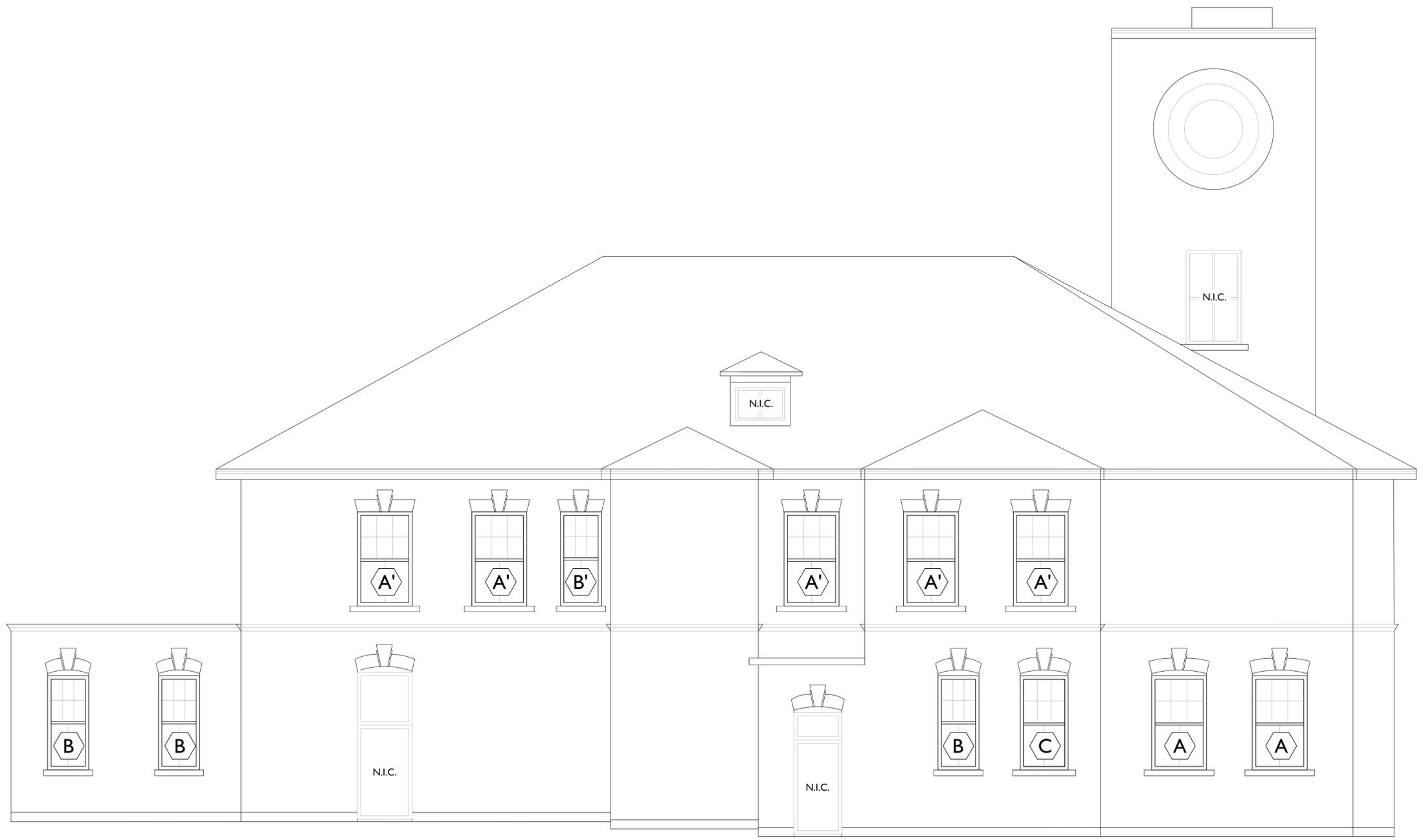
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**AS NOTED**

DRAWN BY / CHECKED BY  
**JL / ANB**

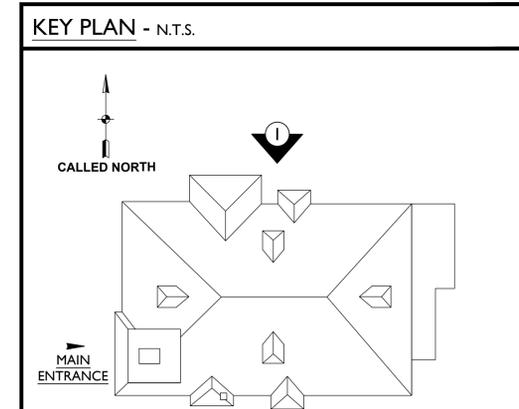
PROJECT NO  
**2018057**

DRAWING NO

**TI**



**I** NORTH ELEVATION  
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NO.	DATE	BY	DESCRIPTION



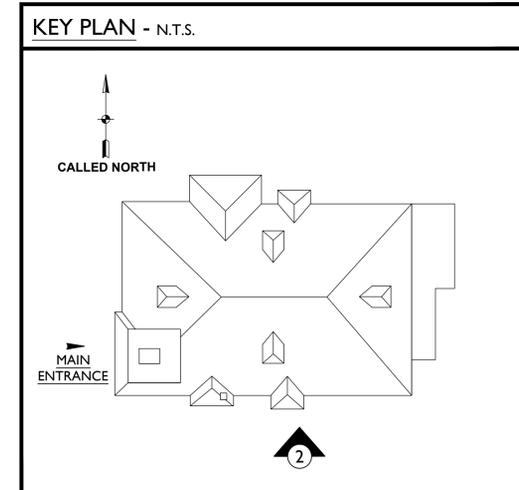
SOMERVILLE CABLE ACCESS TELEVISION  
90 UNION SQUARE  
SOMERVILLE, MASSACHUSETTS  
CITY OF SOMERVILLE  
NORTH ELEVATION

DATE	08.28.19
SCALE	AS NOTED
DRAWN BY / CHECKED BY	JL / ANB
PROJECT NO	2018057
DRAWING NO	

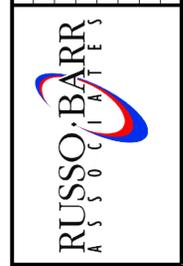
**AI**



2 SOUTH ELEVATION  
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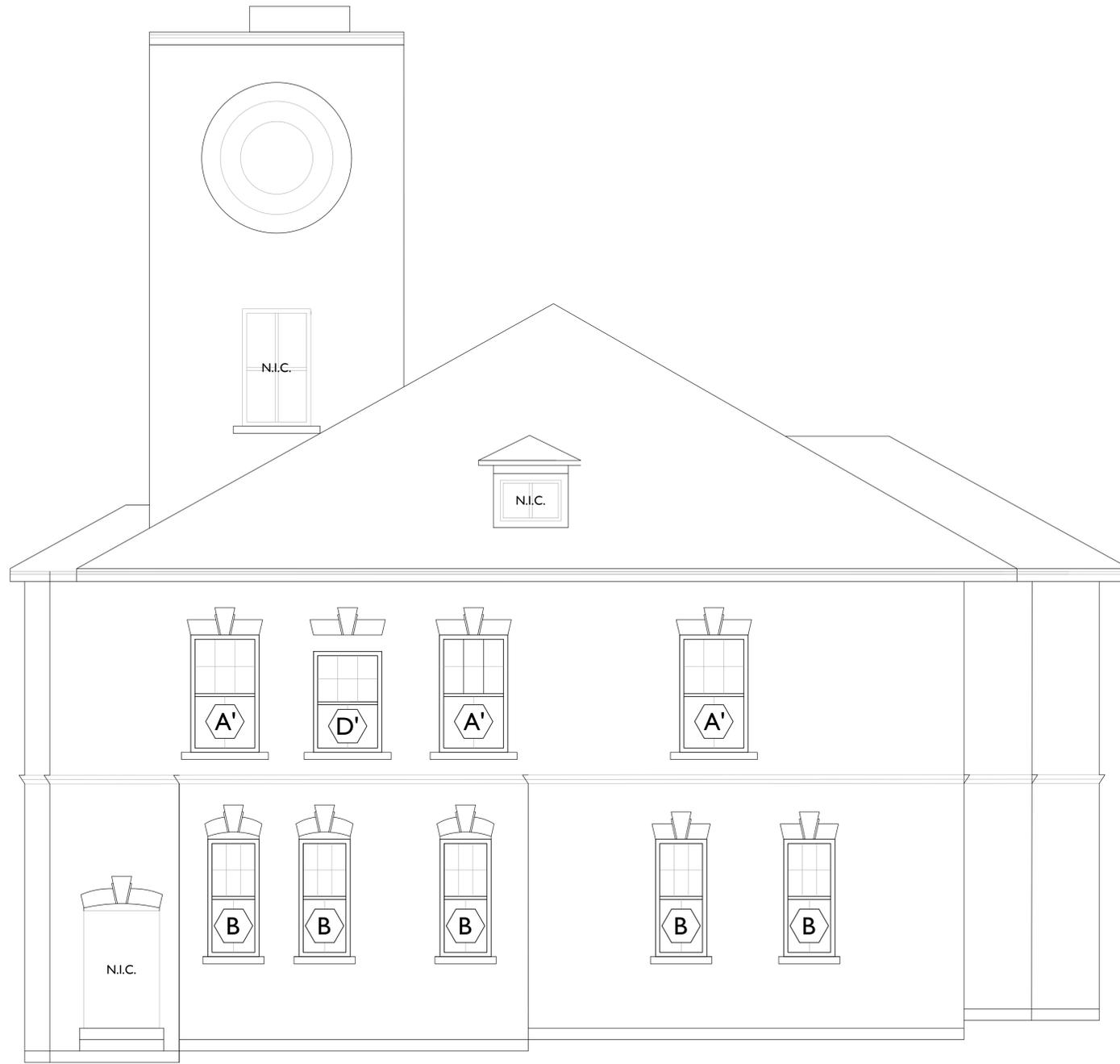
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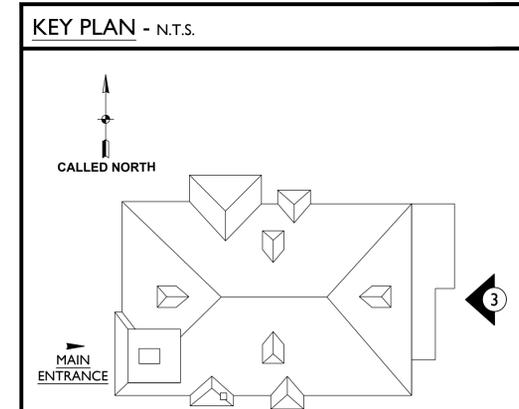
SOMERVILLE CABLE ACCESS TELEVISION  
90 UNION SQUARE  
SOMERVILLE, MASSACHUSETTS  
CITY OF SOMERVILLE  
SOUTH ELEVATION

DATE	08.28.19
SCALE	AS NOTED
DRAWN BY / CHECKED BY	JL / ANB
PROJECT NO	2018057
DRAWING NO	

A2



**3 EAST ELEVATION**  
SCALE: 1/4"=1'-0"



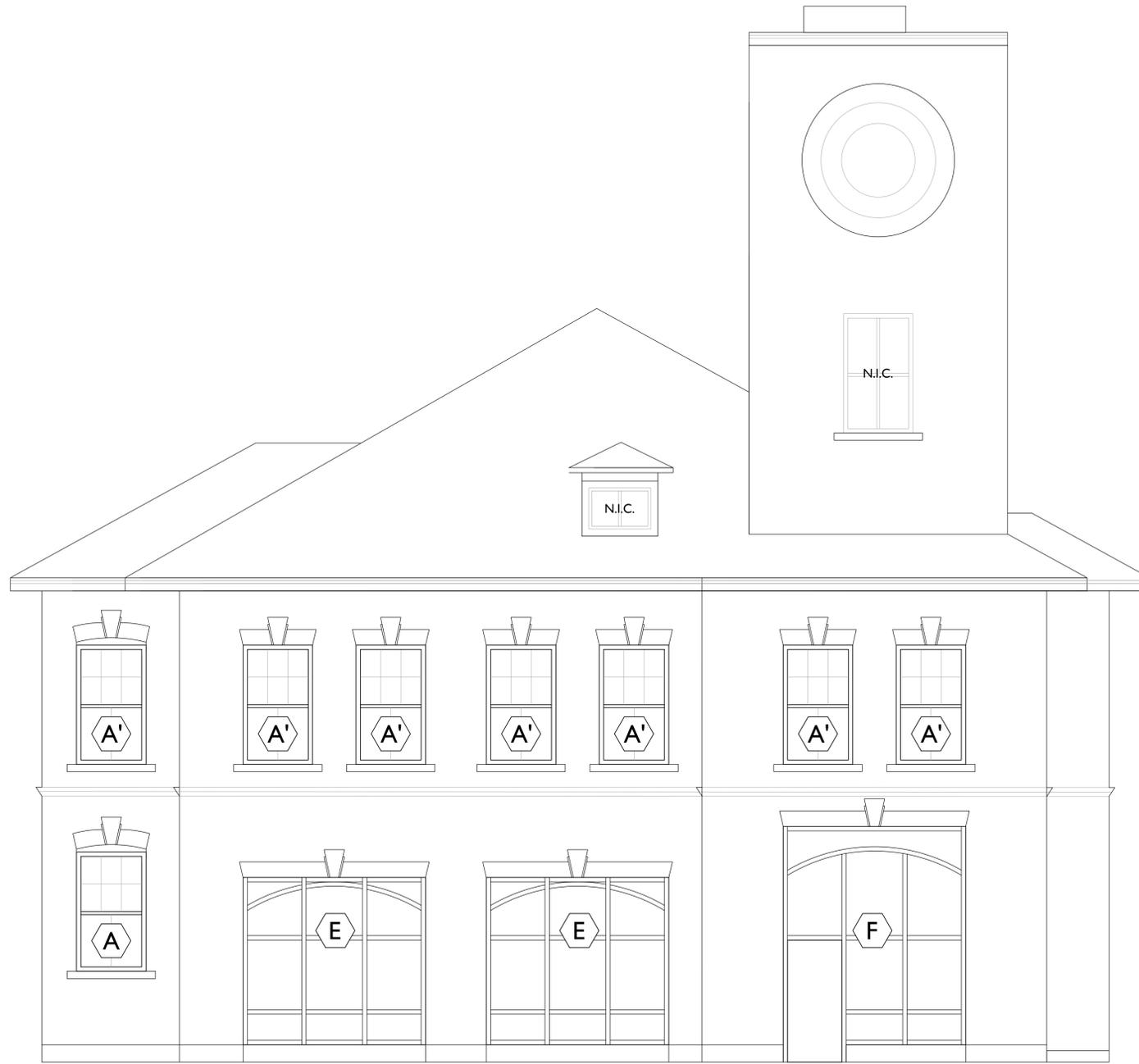
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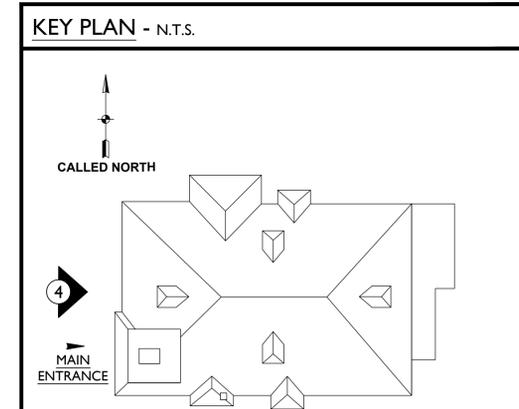
**SOMERVILLE CABLE ACCESS TELEVISION**  
90 UNION SQUARE  
SOMERVILLE, MASSACHUSETTS  
CITY OF SOMERVILLE  
EAST ELEVATION

DATE	08.28.19
SCALE	AS NOTED
DRAWN BY / CHECKED BY	JL / ANB
PROJECT NO	2018057
DRAWING NO	

**A3**



**4 WEST ELEVATION**  
SCALE: 1/4"=1'-0"



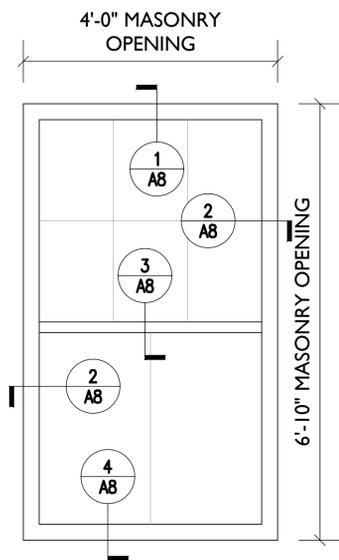
NO.	DATE	BY	DESCRIPTION



SOMERVILLE CABLE ACCESS TELEVISION  
90 UNION SQUARE  
SOMERVILLE, MASSACHUSETTS  
CITY OF SOMERVILLE  
WEST ELEVATION

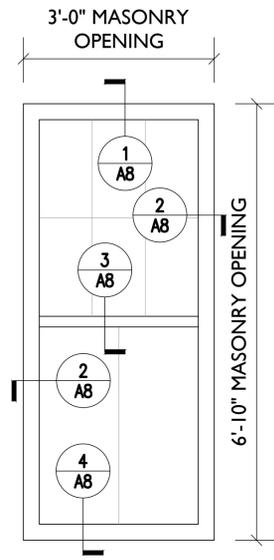
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SCALE	AS NOTED
DRAWN BY / CHECKED BY	JL / ANB
PROJECT NO	2018057
DRAWING NO	

**A4**



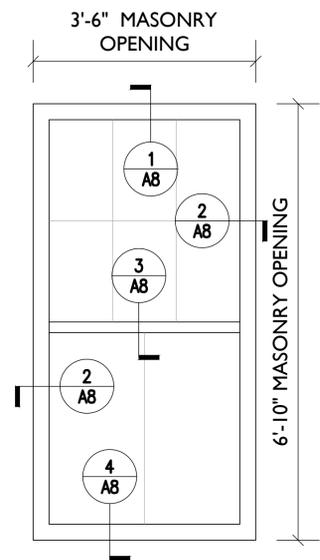
**A** WINDOW A (7 EA)  
SCALE: 3/4" = 1'-0"

**A'** WINDOW A' (20 EA) - ALT 1  
SCALE: 3/4" = 1'-0"

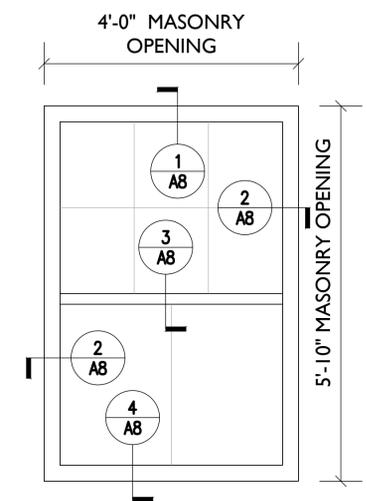


**B** WINDOW B (10 EA)  
SCALE: 3/4" = 1'-0"

**B'** WINDOW B' (3 EA) - ALT 1  
SCALE: 3/4" = 1'-0"

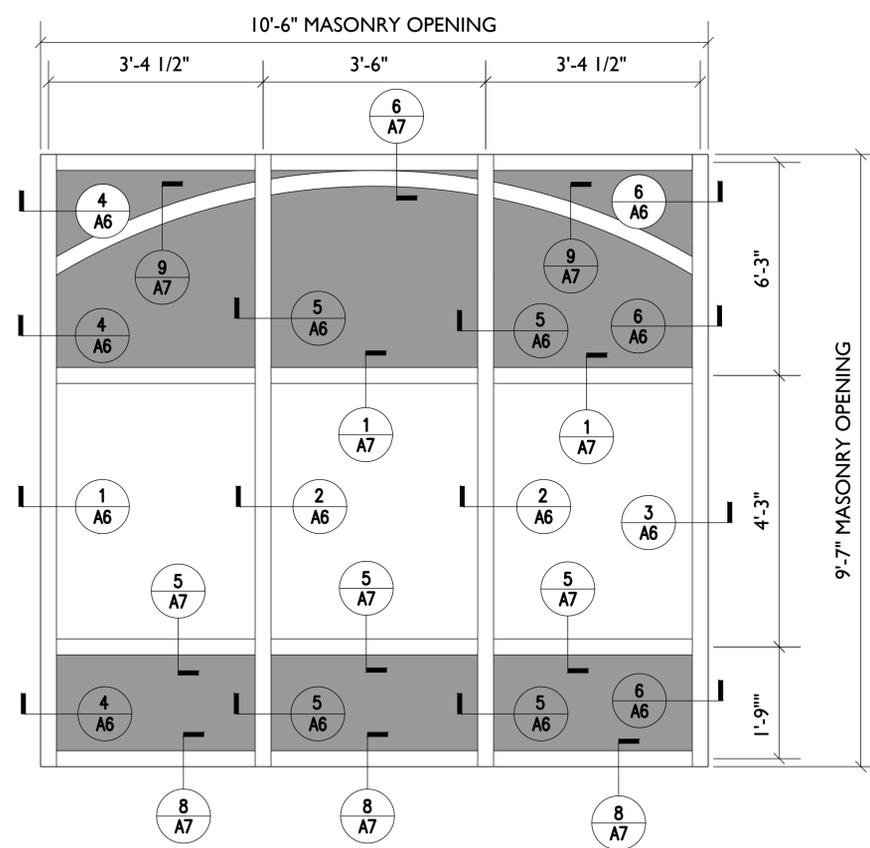


**C** WINDOW C (1 EA)  
SCALE: 3/4" = 1'-0"

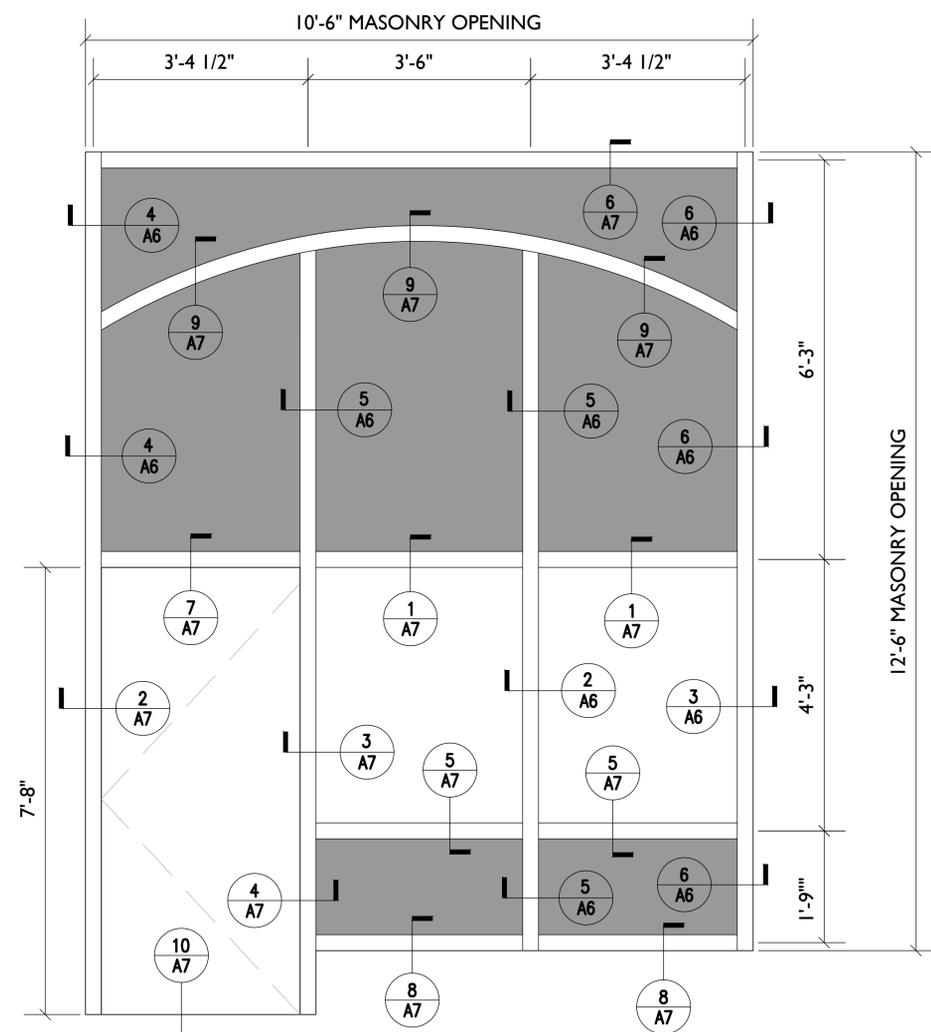


**D'** WINDOW D' (1 EA) - ALT 1  
SCALE: 3/4" = 1'-0"

NOTE: CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS, TYPICAL



**E** WINDOW E (2 EA)  
SCALE: 3/4" = 1'-0"



**F** WINDOW F (1 EA)  
SCALE: 3/4" = 1'-0"

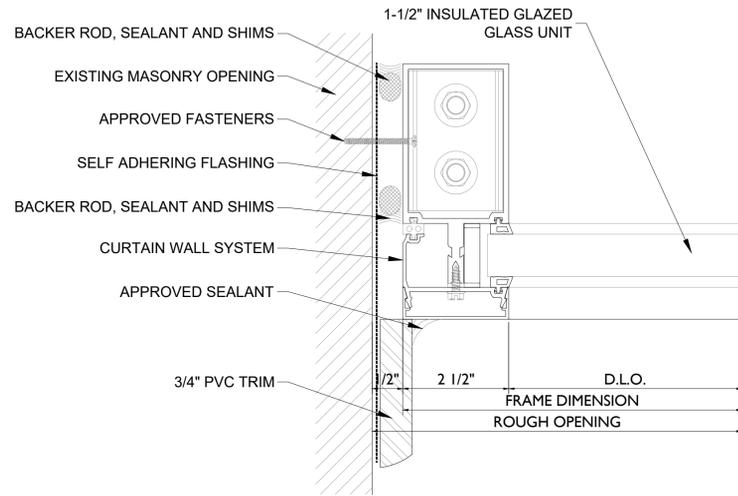
NO	DATE	BY	DESCRIPTION



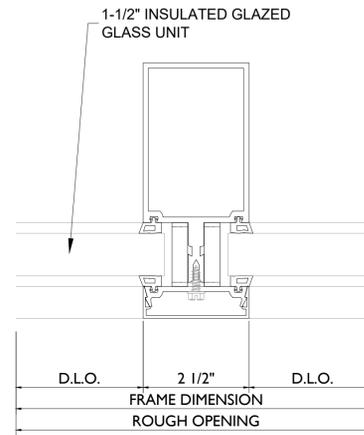
SOMERVILLE CABLE ACCESS TELEVISION  
90 UNION SQUARE  
SOMERVILLE, MASSACHUSETTS  
CITY OF SOMERVILLE  
WINDOW SCHEDULE

DATE	08.28.19
SCALE	AS NOTED
DRAWN BY / CHECKED BY	JL / ANB
PROJECT NO	2018057
DRAWING NO	

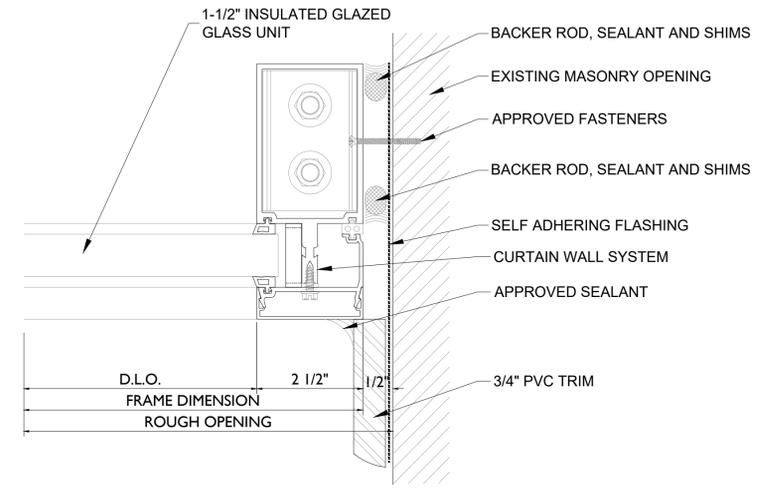
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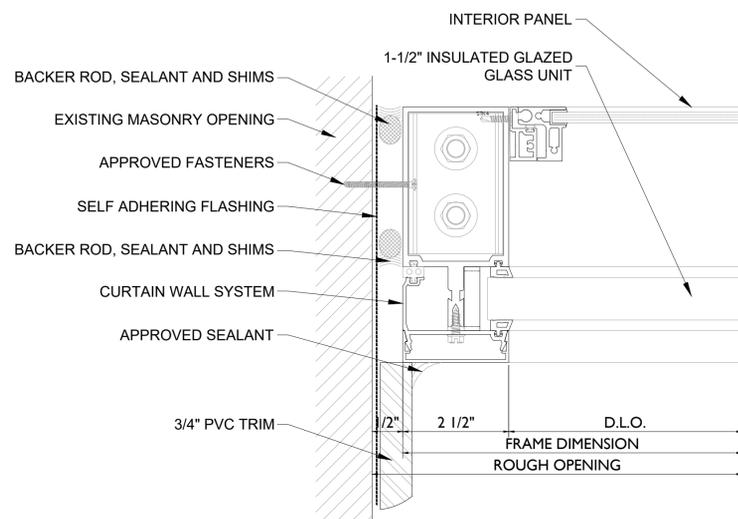
1 CURTAIN WALL - JAMB  
SCALE: 6" = 1'-0"



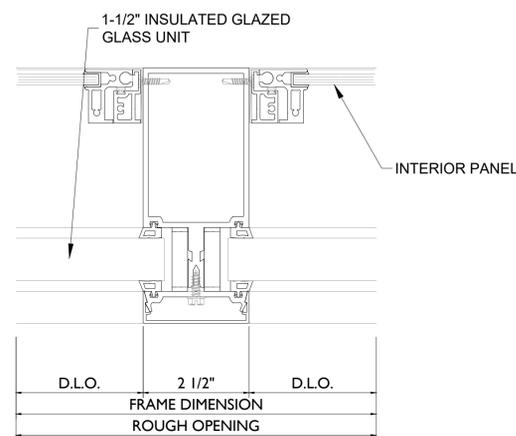
2 VERTICAL DETAIL  
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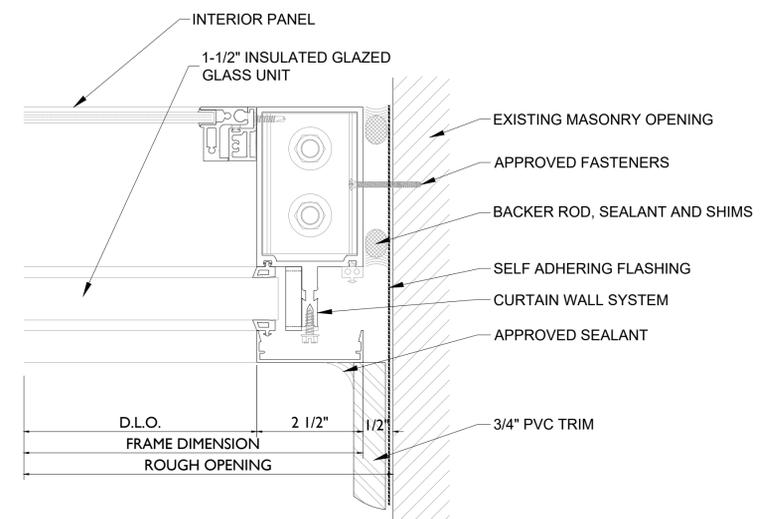
3 CURTAIN WALL - JAMB  
SCALE: 6" = 1'-0"



4 CURTAIN WALL - JAMB @ PANELS  
SCALE: 6" = 1'-0"



5 VERTICAL DETAIL @ PANELS  
SCALE: 6" = 1'-0"



6 CURTAIN WALL - JAMB @ PANELS  
SCALE: 6" = 1'-0"

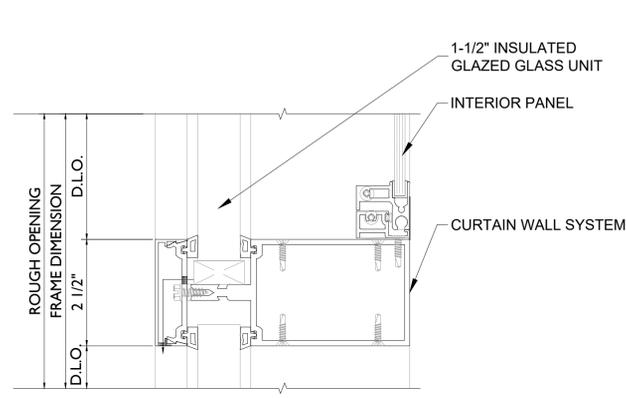
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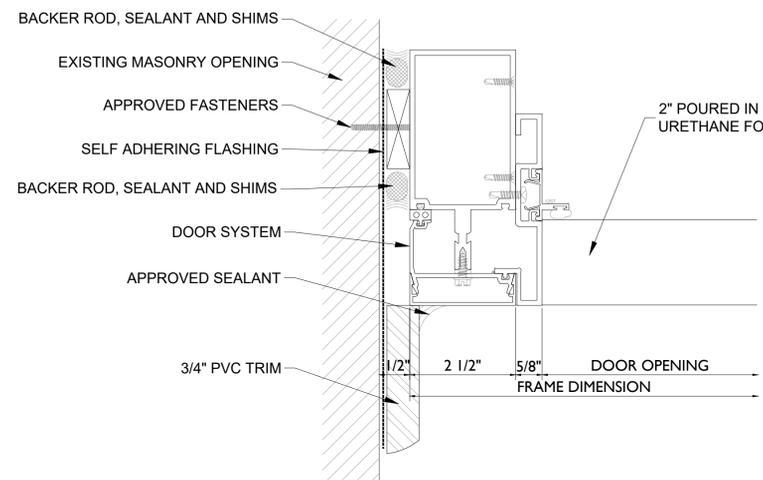
SOMERVILLE CABLE ACCESS TELEVISION  
90 UNION SQUARE  
SOMERVILLE, MASSACHUSETTS  
CITY OF SOMERVILLE  
CURTAIN WALL DETAILS

DATE	08.28.19
SCALE	AS NOTED
DRAWN BY / CHECKED BY	JL / ANB
PROJECT NO	2018057
DRAWING NO	

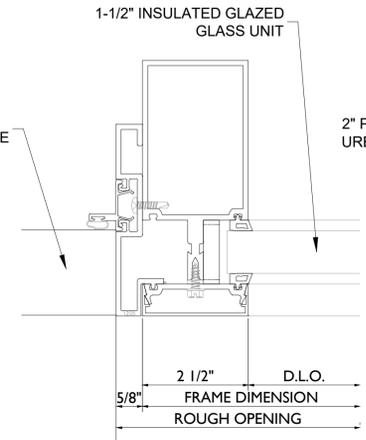
A6



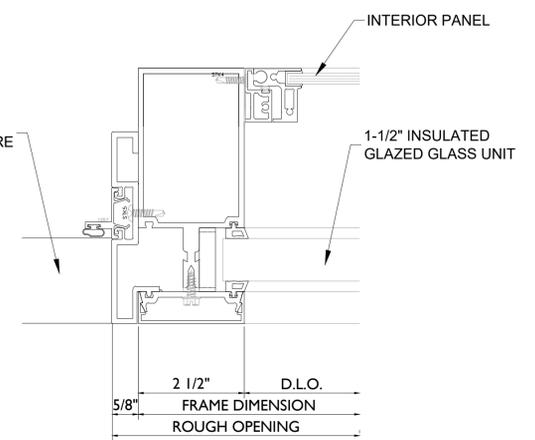
1 HORIZONTAL DETAIL  
SCALE: 6" = 1'-0"



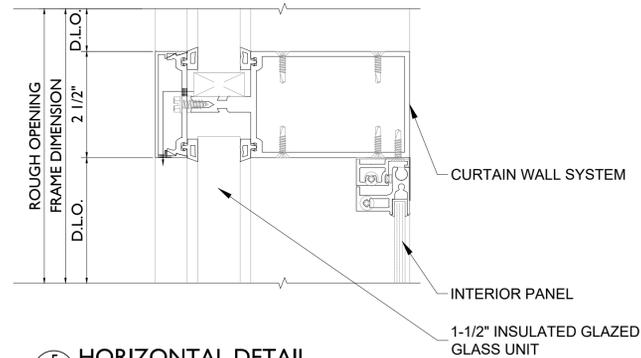
2 DOOR JAMB DETAIL  
SCALE: 6" = 1'-0"



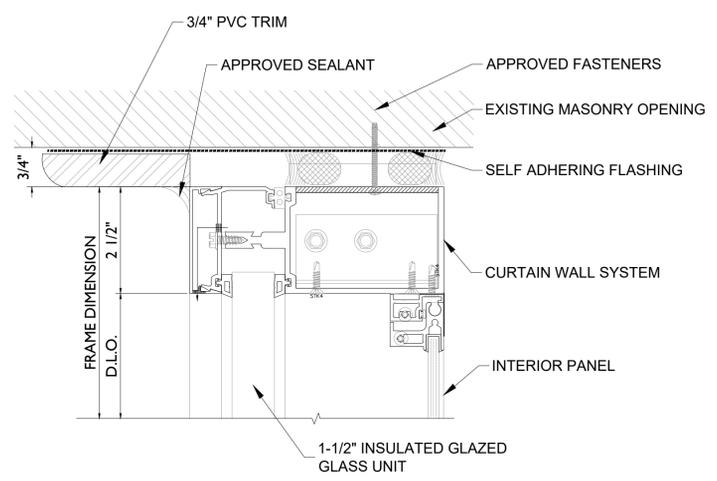
3 DOOR JAMB @ CURTAIN WALL  
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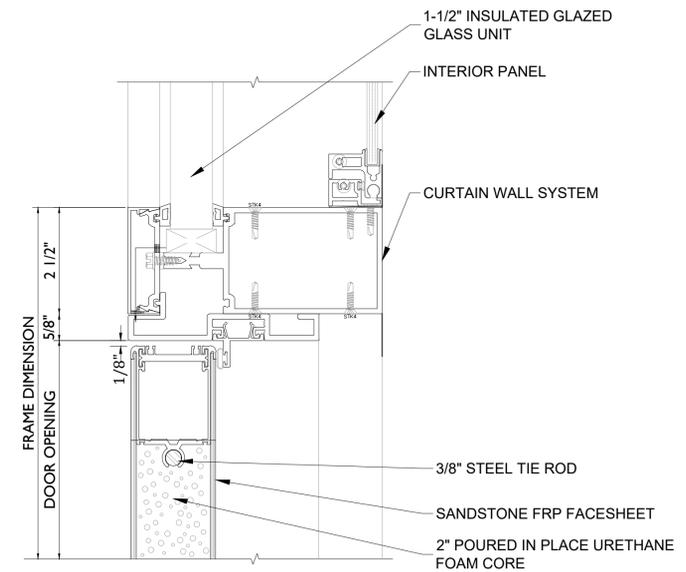
4 DOOR JAMB @ CURTAIN WALL PANELS  
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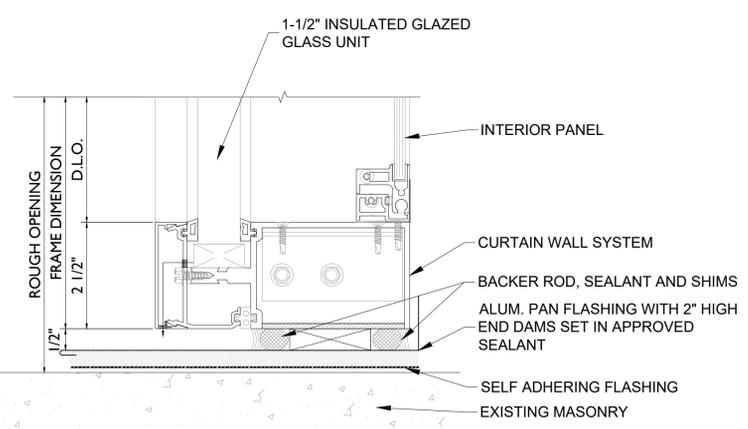
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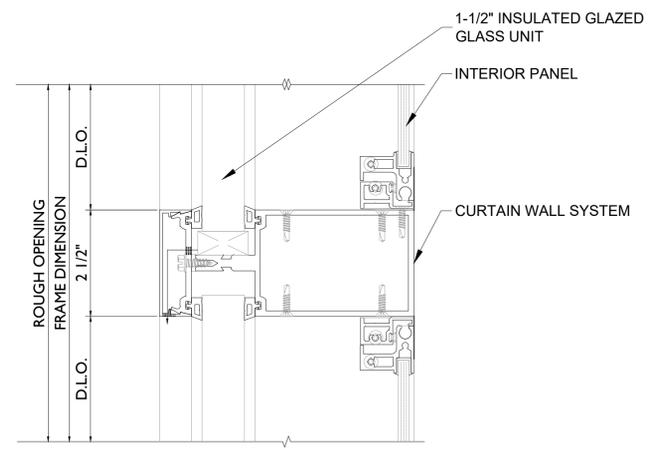
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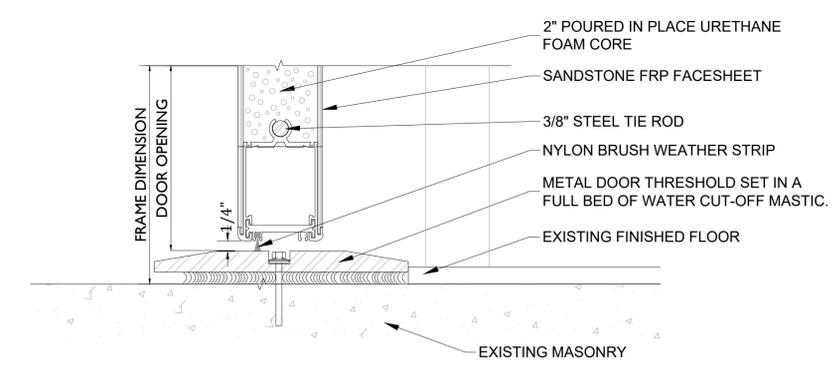
7 DOOR HEAD DETAIL  
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8 SILL DETAIL @ PANELS  
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9 HORIZONTAL DETAIL  
SCALE: 6" = 1'-0"



10 DOOR - SILL  
SCALE: 6" = 1'-0"

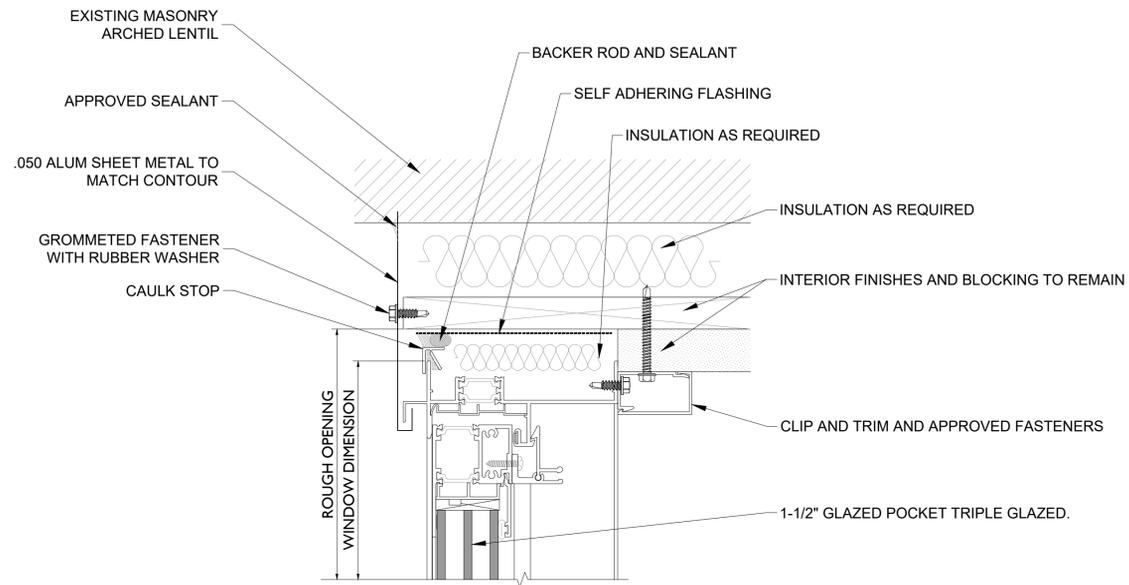
NO.	DESCRIPTION	BY	DATE



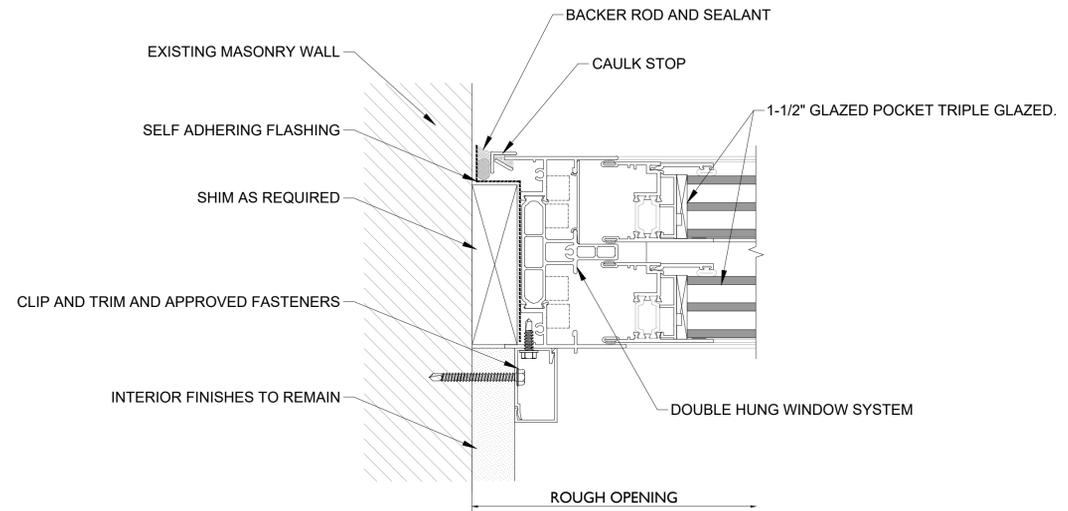
SOMERVILLE CABLE ACCESS TELEVISION  
90 UNION SQUARE  
SOMERVILLE, MASSACHUSETTS  
CITY OF SOMERVILLE  
CURTAIN WALL & DOOR DETAILS

DATE	08.28.19
SCALE	AS NOTED
DRAWN BY / CHECKED BY	JL / ANB
PROJECT NO	2018057

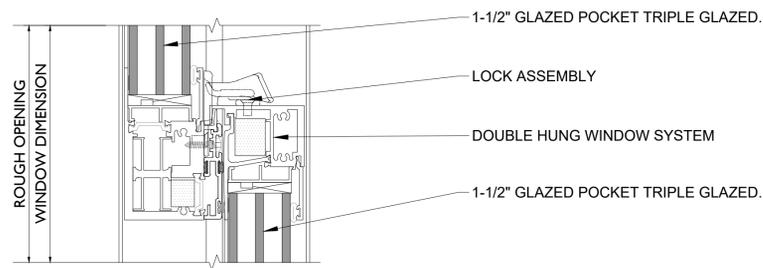
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**A7**



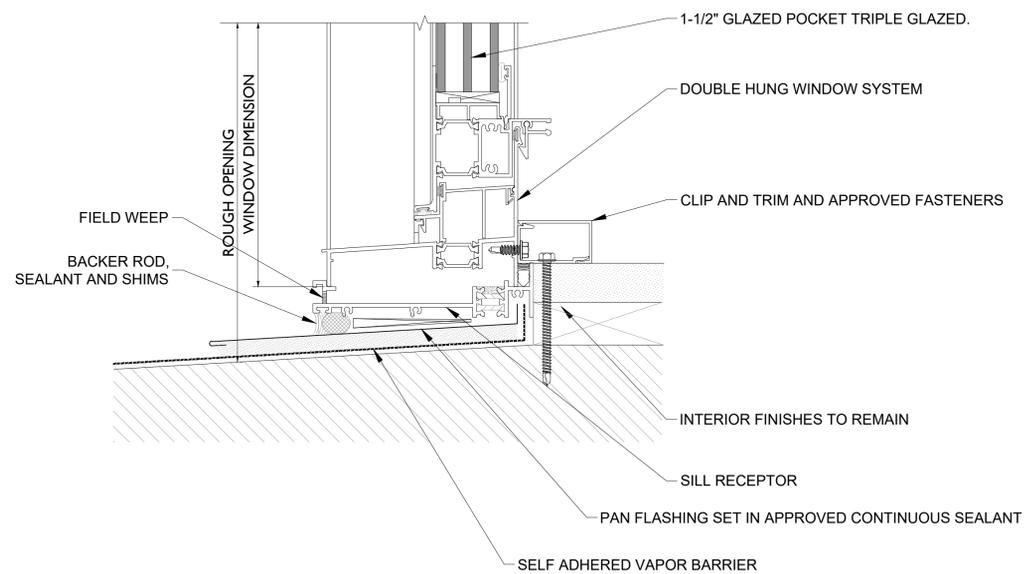
**1 DOUBLE HUNG HEAD DETAIL**  
 SCALE: 6" = 1'-0"



**2 DOUBLE HUNG JAMB DETAIL**  
 SCALE: 6" = 1'-0"



**3 DOUBLE HUNG MEETING RAIL DETAIL**  
 SCALE: 6" = 1'-0"



**4 DOUBLE HUNG SILL DETAIL**  
 SCALE: 6" = 1'-0"

NO	DATE	BY	DESCRIPTION



SOMERVILLE CABLE ACCESS TELEVISION  
 90 UNION SQUARE  
 SOMERVILLE, MASSACHUSETTS  
 CITY OF SOMERVILLE  
 WINDOW DETAILS

DATE	08.28.19
SCALE	AS NOTED
DRAWN BY / CHECKED BY	JL / ANB
PROJECT NO	2018057
DRAWING NO	

**A8**