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CONTRACT DOCUMENTS

October 31, 2025

TOWN OF
Truro
MASSACHUSETTS

New Department of Public Works Facility
17 Town Hall Road
Truro, MA 02666

W&S PROJECT No.: ENG24-1552

Volume I

Divisions 00 through 01

Issued for Design Development

TABLE OF CONTENTS

VOLUME 1 (Divisions 00 through 01)

DIVISION 00 — PROCUREMENT AND CONTRACTING REQUIREMENTS

| | |
|-----------------------------|--|
| Document 00 01 10 | Table of Contents |
| Document 00 02 00 | List of Prequalified Contractors |
| Document 00 11 13 | Advertisement for Bids |
| Document 00 21 13 | Instructions to Bidders |
| Document 00 31 32 | Subsurface Data |
| Document 00 31 43 | Permits |
| Document 00 41 13 | Form for General Bid |
| Document 00 41 13.13 | Form for Sub-Bid |
| Document 00 43 43 | Prevailing Wage Rates |
| Document 00 45 13 | General Contractor DCAM Update Statement |
| Document 00 45 13.13 | Sub-Bid DCAM Update Statement |
| Document 00 52 00 | Agreement |
| Document 00 52 00.13 | Subcontract Form |
| Document 00 61 13.13 | Performance Bond |
| Document 00 61 13.16 | Payment Bond |
| Document 00 63 25 | Substitution Request Form |
| Document 00 63 63 | State Regs-ATT. D-Change Order |
| Document 00 72 00 | General Conditions (EJDOC 2018) |
| Document 00 73 00 | Supplementary Conditions (EJDOC 2018) |
| Document 00 73 73.13 | State Statutes and Regulations – Commonwealth of Massachusetts – Revisions to General Conditions |
| Document 00 73 73.43 | Attachment B - Excerpts from MGL Chapters 30, 82, and 149 |

DIVISION 01 – GENERAL REQUIREMENTS

| | |
|---------------------|--|
| Section 01 03 00 | Alternates |
| Section 01 11 00 | Control of Work and Materials |
| Section 01 12 16 | Scope and Sequence of Work |
| Section 01 14 00 | Special Provisions |
| Section 01 14 19.16 | Dust Control |
| Section 01 22 00 | Measurement and Payment |
| Section 01 25 13 | Product Substitution Procedures |
| Section 01 31 00 | Project Management and Coordination |
| Section 01 31 19.23 | Construction Meetings |
| Section 01 32 16 | Construction Scheduling |
| Section 01 32 33 | Construction Photographs |
| Section 01 33 23 | Submittals |
| Section 01 33 23.13 | Submittal of Operation and Maintenance Manuals |
| Section 01 35 29 | Health and Safety Plan |
| Section 01 42 00 | References |
| Section 01 43 39 | Mock-Ups |

| | |
|-------------------------|------------------------------------|
| Section 01 45 00 | Quality Control |
| Section 01 45 23 | Structural Tests and Inspections |
| Section 01 45 29 | Testing Laboratory Services |
| Section 01 52 13 | Temporary Facilities |
| Section 01 55 20 | Construction Zone Safety Plan |
| Section 01 55 26.13 | Signage (Traffic Control) |
| Section 01 55 30 | Uniformed Officers |
| Section 01 57 19 | Environmental Protection |
| Section 01 73 00 | Execution |
| Section 01 73 29 | Cutting, Coring, and Patching |
| Section 01 74 13 | Cleaning Up |
| Section 01 78 00 | Project Closeout |
| Section 01 78 39 | Project As-Built Record Drawings |
| Section 01 92 13 | Operations and Maintenance Manuals |

VOLUME 2
(Divisions 02 through 22)

DIVISION 02 – EXISTING CONDITIONS

| | |
|--------------------------------|--|
| Section 02 41 13.36 | Utility Abandonment |
| Section 02 41 16 | Structure Demolition |
| Section 02 61 00.16 | Handling, Transportation, Reuse and Off-Site Disposal of Excavated Material |
| Section 02 61 26.13 | Asbestos Abatement for Underground Utilities |
| Section 02 80 00.13 | Universal and Hazardous Waste |
| Section 02 82 33 | Asbestos Abatement |
| Section 02 83 19 | Lead Based Coatings Removal |
| Section 02 83 90 | Abatement of PCB Containing Materials |

DIVISION 03 - CONCRETE

| | |
|-------------------------|---|
| Section 03 05 00 | Field Concrete |
| Section 03 05 10 | Concrete Moisture Vapor Reduction Admixture |
| Section 03 05 13 | Concrete Sealers |
| Section 03 30 00 | Cast-in-Place Concrete |
| Section 03 30 01 | Cast-In-Place Concrete Salt Shed |
| Section 03 48 46 | Precast Concrete Block |

DIVISION 04 — MASONRY

| | |
|--------------------|--|
| Section 04 00 01* | Masonry Filed Sub-Bid Requirements * Filed Sub-Bid Required |
| Section 04 20 00 * | Unit Masonry (* Filed Sub-Bid Required as part of 04 00 01) |

DIVISION 05 — METALS

| | |
|--------------------|--|
| Section 05 00 01 * | Miscellaneous and Ornamental Iron Filed Sub-Bid Requirements * Filed Sub-Bid Required |
| Section 05 40 00 | Cold-Formed Metal Framing |
| Section 05 50 00 * | Metal Fabrications (*Filed Sub-Bid Required as part of 05 00 01) |
| Section 05 50 01 * | Miscellaneous Metals – Salt Shed (*Filed Sub-Bid Required as part of 05 00 01) |
| Section 05 51 13 * | Metal Pan Stairs (*Filed Sub-Bid Required as part of 05 00 01) |
| Section 05 51 19 * | Metal Grating Stairs (*Filed Sub-Bid Required as part of 05 00 01) |
| Section 05 52 13 * | Pipe and Tube Railings (*Filed Sub-Bid Required as part of 05 00 01) |

DIVISION 06 — WOOD, PLASTICS AND COMPOSITES

| | |
|------------------|---------------------------------|
| Section 06 10 00 | Rough Carpentry |
| Section 06 10 01 | Rough Carpentry - Salt Shed |
| Section 06 16 00 | Sheathing |
| Section 06 20 13 | Exterior Finish Carpentry |
| Section 06 20 23 | Interior Finish Carpentry |
| Section 06 40 23 | Interior Architectural Woodwork |
| Section 06 64 00 | Plastic Paneling |

DIVISION 07 — THERMAL AND MOISTURE PROTECTION

| | |
|-------------------|---|
| Section 07 00 01* | Waterproofing, Dampproofing, and Caulking Requirements *Filed Sub-Bid Required |
| Section 07 11 13* | Bituminous Dampproofing (*Filed Sub-Bid Required as part of 07 00 01) |
| Section 07 21 00 | Thermal Insulation |
| Section 07 21 19 | Formed-In-Place Insulation |
| Section 07 26 00 | Vapor Retarders |
| Section 07 27 13* | Modified Bituminous Sheet Air Barriers (*Filed Sub-Bid Required as part of 07 00 01) |
| Section 07 27 26 | Fluid-Applied Membrane Air Barriers |
| Section 07 42 93 | Soffit Panels |
| Section 07 54 19 | Polyvinyl Chloride (PVC) Roofing |
| Section 07 62 00 | Sheet Metal Flashing and Trim |
| Section 07 84 43 | Joint Firestopping |

| | |
|--------------------|---|
| Section 07 92 00 * | Joint Sealants (*Filed Sub-Bid Required as part of 07 00 01) |
|--------------------|---|

DIVISION 08 — OPENINGS

| | |
|-------------------------|--|
| Section 08 11 00 | Metal Doors and Frames |
| Section 08 14 16 | Flush Wood Doors |
| Section 08 17 43 | AF Composite Doors and Frames |
| Section 08 31 13 | Access Doors and Frames |
| Section 08 36 13 | Sectional Doors |
| Section 08 43 13 | Aluminum Framed Storefronts |
| Section 08 45 13 | Structured-Polycarbonate-Panel Assemblies |
| Section 08 71 00 | Door Hardware |
| Section 08 80 00 * | Glazing * *Filed Sub-Bid Required |
| Section 08 91 19 | Fixed Louvers |

DIVISION 09 — FINISHES

| | |
|--------------------|---|
| Section 09 00 01 * | Resilient Floors Filed Sub-Bid Requirements * Filed Sub-Bid Required |
| Section 09 05 06 | Common Work Results for Flooring |
| Section 09 22 16 | Non-Structural Metal Framing |
| Section 09 29 00 | Gypsum Board |
| Section 09 30 13* | Ceramic Tiling* *Filed Sub-Bid Required |
| Section 09 51 23* | Acoustical Tile Ceilings* *Filed Sub-Bid Required |
| Section 09 65 13 * | Resilient Base and Accessories (*Filed Sub-Bid Required as part of 09 00 01) |
| Section 09 65 19 * | Resilient Tile Flooring (*Filed Sub-Bid Required as part of 09 00 01) |
| Section 09 67 23 | Resinous Flooring |
| Section 09 68 13 | Tile Carpeting |
| Section 09 90 00* | Painting* (*Filed Sub-Bid Required as part of 09 90 00) |

DIVISION 10 — SPECIALTIES

| | |
|---------------------|---------------------------------------|
| Section 10 14 16 | Plaques |
| Section 10 14 19 | Dimensional Letter Signage |
| Section 10 14 20 | Building Signage |
| Section 10 14 23.16 | Room-Identification Panel Signage |
| Section 10 21 13.19 | Plastic Toilet Compartments |
| Section 10 22 13 | Wire Mesh Partitions |
| Section 10 26 00 | Wall & Door Protection |
| Section 10 28 00 | Toilet, Bath, and Laundry Accessories |
| Section 10 44 13 | Fire Extinguisher Cabinets |
| Section 10 44 16 | Fire Extinguishers |
| Section 10 51 13 | Metal Lockers |

| | |
|------------------|----------------------|
| Section 10 75 16 | Ground-Set Flagpoles |
|------------------|----------------------|

DIVISION 11 — EQUIPMENT

| | |
|------------------|-------------------------------|
| Section 11 11 29 | Lubrication Dispensing System |
| Section 11 24 23 | Fall Protection |
| Section 11 30 13 | Residential Appliances |

DIVISION 12 — FURNISHINGS

| | |
|-------------------------|---|
| Section 12 24 13 | Roller Window Shades |
| Section 12 36 61.16 | Solid Surfacing Countertops |
| Section 12 40 00 | Equipment, Furnishings and Accessories |
| Section 12 48 13 | Entrance Floor Mats |

DIVISION 13 — SPECIAL CONSTRUCTION

| | |
|-------------------------|--------------------------------------|
| Section 13 21 70 | Tight Tank |
| Section 13 34 43 | Frame Supported Membrane Structure |
| Section 13 42 00 | Pre-Engineered Metal Building |

DIVISION 14 — CONVEYING SYSTEMS

| | |
|------------------|---------------|
| Section 14 22 13 | Crane Systems |
| Section 14 45 00 | Vehicle Lifts |

DIVISION 21 — FIRE SUPPRESSION

| | |
|---------------------------|--|
| Section 21 00 01 * | Fire Suppression Filed Sub-Bid Requirements *Filed Sub-Bid Required |
| Section 21 00 50 * | Basic Fire Suppression Requirements (* Filed Sub-Bid Required as part of Section 21 00 01) |
| Section 21 05 23 * | General-Duty Valves for Fire Protection Piping (* Filed Sub-Bid Required as part of Section 21 00 01) |
| Section 21 05 29 * | Hangers and Supports for Fire Suppression Piping and Equipment (* Filed Sub-Bid Required as part of Section 21 00 01) |
| Section 21 05 48 * | Vibration and Seismic Controls for Fire Suppression Piping (* Filed Sub-Bid Required as part of Section 21 00 01) |
| Section 21 11 00 * | Facility Fire-Suppression Water-Service Piping (* Filed Sub-Bid Required as part of Section 21 00 01) |
| Section 21 11 19 * | Fire Department Connections (* Filed Sub-Bid Required as part of Section 21 00 01) |
| Section 21 13 13 * | Wet-Pipe Sprinkler Systems (* Filed Sub-Bid Required as part of Section 21 00 01) |
| Section 21 13 16 * | Dry-Pipe Sprinkler Systems (* Filed Sub-Bid Required as part of Section 21 00 01) |
| Section 21 32 13 * | Electric-Drive, Vertical-Turbine Fire Pumps (* Filed Sub-Bid Required as part of Section 21 00 01) |

DIVISION 22 — PLUMBING

| | |
|--------------------|--|
| Section 22 00 01 * | Plumbing Filed Sub-Bid Requirements *Filed Sub-Bid Required |
| Section 22 00 50 * | Basic Plumbing Requirements (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 05 13 * | Common Motor Requirements for Plumbing Equipment (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 05 19 * | Meters and Gages for Plumbing Piping (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 05 23 * | Valves for Plumbing Piping (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 05 29 * | Hangers and Supports for Plumbing Piping and Equipment (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 05 48 * | Vibration and Seismic Controls for Plumbing Piping and Equipment (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 07 19 * | Plumbing Piping Insulation (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 08 00 * | Commissioning of Plumbing (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 11 16 * | Domestic Water Piping (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 11 19 * | Domestic Water Piping Specialties (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 11 22 * | Domestic Water Pumps (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 11 23 * | Domestic Water Packaged Booster Pumps (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 13 16 * | Sanitary Waste and Vent Piping (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 13 19 * | Sanitary Waste Piping Specialties (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 13 20 * | Sanitary Drains (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 13 23 * | Sanitary Waste Interceptors (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 14 13 * | Facility Storm Drainage Piping (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 14 23 * | Storm Drain Piping Specialties (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 15 13 * | General-Service Compressed-Air Piping (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 15 19 * | General-Service Packaged Air Compressors and Receivers (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 33 00 * | Electric, Domestic-Water Heaters (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 42 00 * | Commercial Plumbing Fixtures (* Filed Sub-Bid Required as part of Section 22 00 01) |
| Section 22 45 00 * | Emergency Plumbing Fixtures |

| | |
|--|--|
| | (* Filed Sub-Bid Required as part of Section 22 00 01) |
|--|--|

VOLUME 3
(Divisions 23 through 33)

DIVISION 23 — HEATING, VENTILATING AND AIR CONDITIONING

| | |
|-------------------------------|--|
| Section 23 00 01 * | HVAC Filed Sub-Bid Requirements *Filed Sub-Bid Required |
| Section 23 00 50 * | Basic HVAC Requirements (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 05 13 * | Common Motor Requirements for HVAC Equipment (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 05 16 * | Expansion Fittings and Loops for HVAC Piping (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 05 17 * | Sleeves and Sleeve Seals for HVAC Piping (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 05 19 * | Meters and Gages for HVAC Piping (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 05 23 * | General-Duty Valves for HVAC Piping (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 05 29 * | Hangers and Supports for HVAC Piping and Equipment (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 05 48 * | Vibration and Seismic Controls for HVAC (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 05 53 * | Identification for HVAC Piping and Equipment (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 05 93 * | Testing, Adjusting, and Balancing for HVAC (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 07 13 * | Duct Insulation (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 07 19 * | HVAC Piping Insulation (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 08 00 * | Commissioning of HVAC (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 09 00 * | Building Management System (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 09 24 * | Gas Monitoring Systems (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 21 13 * | Hydronic Piping (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 21 16 * | Hydronic Piping Specialties (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 21 23 * | Hydronic Pumps (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 23 00 * | Refrigerant Piping |

| | |
|-------------------------------|---|
| | (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 25 13 * | Water Treatment for Closed-Loop Hydronic Systems (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 31 10 * | Ductwork and Accessories (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 34 23 * | HVAC Power Ventilators (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 35 16 * | Vehicle Exhaust Systems (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 37 13 * | Air Diffusers, Registers, and Grilles (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 37 23 * | HVAC Gravity Ventilators (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 38 13 | Commercial Kitchen Hoods |
| Section 23 51 23 * | Gas Vents (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 57 33 | Geothermal Energy—Direct Use (Heating Applications) |
| Section 23 72 00 * | Air to Air Energy Recovery Equipment (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 74 33 * | Dedicated Outdoor-Air Units (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 81 26 * | Split System Air Conditioners (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 81 46 * | Ground Source Heat Pump (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 82 16 * | Heating and Cooling Coils (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 82 19 * | Fan Coil Units (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 82 39 * | Unit Heaters (* Filed Sub-Bid Required as part of Section 23 00 01) |
| Section 23 83 16 * | Radiant Heating Hydronic Piping (* Filed Sub-Bid Required as part of Section 23 00 01) |

DIVISION 26 — ELECTRICAL

| | |
|--------------------|--|
| Section 26 00 01 * | Electrical Filed Sub-Bid Requirements *Filed Sub-Bid Required |
| Section 26 00 50 * | Electrical Work – General Provisions (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 00 51 * | Electrical Temporary Light and Power (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 05 19 * | Low Voltage Electrical Power Conductors and Cables (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 05 26 * | Grounding and Bonding for Electrical Systems (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 05 29 * | Hangers and Supports for Electrical Systems (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 05 33 * | Raceways and Boxes for Electrical Systems |

| | |
|-----------------------|--|
| | (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 05 44 * | Sleeves and Seals for Electrical Raceways and Cabling (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 05 48 * | Seismic Controls for Electrical Work (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 05 53 * | Identification for Electrical Systems (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 05 73 * | Protective Device Coordination (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 08 00 * | Commissioning of Electrical Systems (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 09 23 * | Lighting Control Devices (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 09 43 * | Lighting Control System (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 09 43.23 * | Relay-Based Lighting Controls (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 22 13 * | Low-Voltage Distribution Transformers (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 24 16 * | Panelboards (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 27 13 * | Electricity Metering (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 27 26 * | Wiring Devices (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 28 16 * | Enclosed Switches and Circuit Breakers (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 29 13 * | Manual and Magnetic Motor Controllers (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 29 23 * | Variable Frequency Motor Controllers (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 31 00 | Photovoltaic Collectors |
| Section 26 32 13.14 * | Diesel Engine Generator |
| Section 26 36 00 * | Transfer Switches (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 43 13 * | Surge Protection for Low-Voltage Electrical Power Circuits (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 51 00 * | Interior Lighting (* Filed Sub-Bid Required as part of Section 26 00 01) |
| Section 26 56 00 * | Exterior Lighting (* Filed Sub-Bid Required as part of Section 26 00 01) |

DIVISION 27 — COMMUNICATIONS

| | |
|---------------------------|--|
| Section 27 15 13 * | Communications Copper Horizontal Cabling (* Filed Sub-Bid Required as part of Section 26 00 01) |
|---------------------------|--|

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

| | |
|--------------------|--|
| Section 28 31 11 * | Digital, Addressable Fire-Alarm System |
|--------------------|--|

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| | (* Filed Sub-Bid Required as part of Section 26 00 01) |
|--|--|

DIVISION 31 — EARTHWORK

| | |
|--------------------------------|--|
| Section 31 00 00 | Earthwork |
| Section 31 05 13.22 | Controlled Density Fill |
| Section 31 05 19 | Geotextile Fabric |
| Section 31 11 00 | Clearing and Grubbing |
| Section 31 13 13 | Tree Pruning and Tree and Stump Removals |
| Section 31 23 16.26 | Rock Excavation and Disposal |
| Section 31 23 19 | Dewatering |
| Section 31 25 00 | Erosion and Sedimentation Control |
| Section 31 37 00 | Riprap |
| Section 31 50 00 | Support of Excavation |

DIVISION 32 — EXTERIOR IMPROVEMENTS

| | |
|--------------------------------|--|
| Section 32 11 00 | Sidewalk Construction and Replacement |
| Section 32 12 00 | Paving |
| Section 32 14 13 | Precast Concrete Unit Paving |
| Section 32 16 00 | Curbing |
| Section 32 31 11 | Barrier Arm Gate and Gate Operators |
| Section 32 32 23.13 | Segmental Retaining Wall System |
| Section 32 91 19 | Loaming & Seeding |
| Section 32 93 00 | Trees, Shrubs, Groundcovers and Landscaping |

DIVISION 33 — UTILITIES

| | |
|--------------------------------|--|
| Section 33 05 26.13 | Tracer Tape |
| Section 33 11 13.13 | Ductile Iron Pipe and Fittings for Water Mains |
| Section 33 11 13.28 | HDPE Pipe |
| Section 33 11 13.43 | Insulation for Pipelines |
| Section 33 12 22 | Hydrants and Valves for Potable Water Work |
| Section 33 16 56 | Ground Level Plastic Water Storage Cisterns |
| Section 33 23 13 | Geothermal Closed Loop Wells |
| Section 33 31 13.16 | Polyvinyl Chloride Gravity Pipe and Fittings |
| Section 33 31 13.46 | Connections to Existing Structures |
| Section 33 32 16.25 | Grinder Pump Units |
| Section 33 34 00 | On Site Wastewater Disposal |
| Section 33 39 13 | Precast Manholes and Catch Basins |
| Section 33 41 13 | Reinforced Concrete Pipe |
| Section 33 41 13.16 | Polyethylene Drainage Pipe (Perforated) |
| Section 33 41 13.22 | Corrugated Polyethylene (HDPE) Drainage Pipe |
| Section 33 44 26 | Underground Stormwater Chamber System |
| Section 33 71 19 | Geothermal |

--- END OF TABLE ---

SECTION 00 02 00

LIST OF PRE-QUALIFIED CONTRACTORS

| | |
|-----------------|---|
| 00 00 00 | General Contractor |
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| 04 00 01 | Masonry |
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| 05 00 01 | Miscellaneous and Ornamental Iron |
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| 07 00 01 | Waterproofing, Dampproofing and Caulking |
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| 09 90 00 | Painting |
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| 09 30 13 | Ceramic Tile |
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| 21 00 01 | Fire Protection |
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| 22 00 01 | Plumbing |
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| 23 00 01 | Heating, Ventilation & Air-Conditioning |
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| 26 00 01 | Electrical |
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END OF SECTION

SECTION 00 11 13

ADVERTISEMENT FOR BIDS

Town of Truro, Massachusetts
(Owner)

The Town of Truro, the Awarding Authority, invites sealed bids from General Contractors for the construction of the **New Department of Public Works Facility**, to be located at 17 Town Hall Road, Truro, Massachusetts, in accordance with the documents prepared by Weston & Sampson Engineers, dated **February 6, 2026**.

Base Bid scope of work for the project is to install and furnish all labor, materials, and equipment, and to perform all operations required for the construction of a new Fleet Maintenance Facility. The project includes, but is not limited to, construction of a pre-engineered metal building, including office areas, employee facilities, vehicle maintenance, wash bay, salt shed, vehicle storage, plumbing, electrical and HVAC work. Site work includes the installation of a new septic system, geothermal system, and other site utility work to include electrical service, on-site well, telephone and cable. The site development work will include, but is not limited to, earthwork, grading, drainage, paving for circulation/parking, curbing, and landscaping.

Bid Alternate #1 Scope of work as noted on the drawings, includes the construction of a Storage Garage Extension.

Bid Alternate #2 Scope of work as noted on the drawings will include the construction of a Cold Storage Building.

Sealed bids for pre-qualified General Contractors for construction of the **New Department of Public Works Facility** for the Town of Truro, Massachusetts, will be received at the Truro Town Hall first floor administration offices, 24 Town Hall Road, P.O. Box 2030, Truro, MA 02666 until **2:30 PM** prevailing time on **Wednesday, March 18, 2026**, at which time and place said bids will be opened and read aloud.

The required contract completion period is **822 consecutive days**.

Estimated construction cost: **\$ 27,000,000.00**

General Contractor's CATEGORY OF CERTIFICATION: GENERAL BUILDING
CONSTRUCTION

Sealed filed sub-bids for pre-qualified Filed Sub-Bids for construction of the **New Department of Public Works Facility** for the Town of Truro, Massachusetts, will be received at the Truro Town Hall first floor administration offices, 24 Town Hall Road, P.O. Box 2030, Truro, MA 02666 until **2:30 PM** prevailing time on **Wednesday, February 25, 2026**, at which time and place said bids will be opened and read aloud.

Bid security for all general bidders and sub-bidders in the form of a bid bond, cash, certified check, treasurer's, or cashier's check, payable to the Owner, is required in the amount of 5

percent of the total bid, in accordance with the conditions in Section 00 21 13 INSTRUCTIONS TO BIDDERS.

| PROJECT SUB-BID CATEGORIES: | | |
|------------------------------------|---|------------------------------|
| Item | DCAM Sub-bid Category | Specification Section |
| a. | Masonry | 04 20 00 |
| b. | Miscellaneous & Ornamental Iron | 05 00 01 |
| c. | Waterproofing, Dampproofing, & Caulking | 07 00 01 |
| d. | Painting | 09 00 09 |
| e. | Ceramic Tile | 09 30 13 |
| f. | Fire Protection | 21 00 00 |
| g. | Plumbing | 22 00 01 |
| h. | HVAC | 23 00 01 |
| i. | Electrical | 26 00 01 |

The Instructions to Bidders, Form of General Bid, Agreement, Plans, Specifications, Performance and Payment Bond, and other Contract Documents may be examined at the following:

Accent Printing, Inc., 99 Chelmsford Road, North Billerica, Massachusetts

Contract Documents may be viewed and downloaded as a Portable Document Format (PDF) file free of charge at www.accentblueprints.com. Copies may be obtained for a fee by completing an order online or by calling 978-362-8038 for each set. Completed orders may be picked up at the office of Accent Printing located at 99 Chelmsford Road, North Billerica, MA 01862 (978-362-8038), from 9 a.m. to 4 p.m. Copies may also be shipped to prospective bidders for an additional charge to cover handling and mailing fees. All payments for printing and shipping are nonrefundable. For addition to the project plan holder's list to guarantee receipt of addenda, it is recommended interested bidders obtain the Contract Documents directly from Accent. Interested bidders will be prompted to register an email address with Accent to access the documents.

The selected contractor shall furnish a performance bond and a payment bond in amount at least equal to one hundred percent (100%) of the contract price as stipulated in Section 00 72 00 GENERAL CONDITIONS of these specifications.

General Contractors shall file their bids with a copy of the certificate from Division of Capital Asset Management and Maintenance (DCAMM) showing that they are eligible to bid on projects of this category, of this estimated project dollar amount and up to an aggregate limit, and with an Update Statement, DCAM Form CQ3 [Section 00 41 13-Attachment A] and Certificate of Eligibility, DCAM Form CQ7.

Subcontractors shall file with their sub-bids a copy of their DCAMM Certificate of Eligibility and Sub-Bidders Update Statement.

Visits to view the existing project site at 17 Town Hall Road can be scheduled for **Wednesday, February 18, 2026** through Jarrod Cabral, Director, Truro Dept. of Public Works. Email: jcabral@truro-ma.gov Phone: 508 214-0400.

Requests for interpretation of plans and specifications related to Sub-bid Categories shall be submitted in writing to pimentelm@wseinc.com, until **5:00 p.m.** prevailing time on **Friday, February 20, 2026.**

Any other requests for interpretation of plans and specifications after the filed sub-bid openings shall be submitted in writing to pimentelm@wseinc.com, until **5:00 p.m.** prevailing time on **Friday, March 6, 2026.**

All bids for this project are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 149, Section 44A to 44J inclusive, as amended.

Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provisions of the Massachusetts General Laws Chapter 149, Section 26 to 27H, as amended, apply to this project. It is the responsibility of the Bidder, before bid opening, to request if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract.

By submission of a bid, the Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.

The Owner reserves the right to waive any informalities in bids and to reject any or all bids.

TOWN OF TRURO, MASSACHUSETTS
BY

Kelly S. Clark – Town Manager
24 Town Hall Road, P.O. Box 2030, Truro, MA 02666

Weston & Sampson Engineers, Inc.
Foxborough, Massachusetts

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids
2. Location and Work to be Done
3. Preparation of Bid
4. Procurement of Documents
5. Modification of Bids
6. Obligation of Bidder
7. Information not Guaranteed
8. Bid Security
9. Time for Completion
10. Addenda and Interpretations
11. Bid Opening Procedure
12. Comparison of Bids
13. Statutes Regulating Competitive Bidding
14. Right to Reject Bid
15. Ability and Experience of Bidder
16. Conditions of Work
17. Security for Faithful Performance
18. Power of Attorney
19. Laws and Regulations
20. Liquidated Damages for Failure to Enter into Contract
21. Indeterminate Items and Estimated Quantities
22. CONTRACTOR Records
23. Bidder Certification – OSHA Training
24. Report of Sub-bids
25. Price Adjustments
26. Sales Tax Exemption
27. Pre-bid Conference
28. Prevailing Wage Rates
29. Guarantee
30. Safety and Health Regulations

1. Receipt and Opening of Bids

The Town of Truro, MA herein called the OWNER, acting by and through its Town Manager will receive sealed Bids for the construction of the **New Department of Public Works Facility**, to be located at 17 Town Hall Road, Truro, Massachusetts

Such bids addressed to the Town Manager and endorsed Bid for the **New Department of Public Works Facility** will be received at the Truro Town Hall first floor administration offices, 24 Town Hall Road, P.O. Box 2030, Truro, MA 02666 until **2:30 PM** prevailing time on **Wednesday, March 18, 2026**, at which time and place said bids will be opened and read aloud.

Filed sub-bids for the trades in Item 2 in Section 00 41 13 FORM FOR GENERAL BID shall be addressed to the Town Manager and endorsed to identify its contents and will be received at the Truro Town Hall first floor administration offices, 24 Town Hall Road, P.O. Box 2030, Truro, MA 02666 until **2:30 PM** prevailing time on **Wednesday, February 25, 2026**, at which time and place said bids will be opened and read aloud.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. By submission of a bid, the bidder agrees that this bid shall be good and may not be withdrawn for the number of days, after the opening of bids, as stipulated in the FORM FOR GENERAL BID.

2. Location and Work to be Done

The location, general characteristics, and principal details of the Work include, but are not limited to, a set of drawings titled " New Department of Public Works Facility".

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the ENGINEER, and shall then become a part of the Contract Documents.

The CONTRACTOR shall furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid

Each General bid must be submitted on the prescribed form in Section 00 41 13. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each Subcontractor Bid must be submitted on the prescribed form in Section 00 41 36. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

General Contractors shall file their bids with a copy of the certificate from Division of Capital Asset Management and Maintenance (DCAMM) showing that they are eligible to bid on projects of this category, of this estimated project dollar amount and up to an aggregate limit, and with an Update Statement, DCAM Form CQ3 and Certificate of Eligibility, DCAM Form CQ7. In addition, General Contractors shall file with their bids a copy of the completed forms included in 00 21 13 Attachment A Forms to be Submitted with the Bid.

Subcontractors shall file with their sub-bids a copy of their DCAMM Certificate of Eligibility and Sub-Bidders Update Statement. In addition, each Subcontractor shall file with their bids a copy of the completed forms included in 00 21 13 Attachment A Forms to be Submitted with the Bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, its address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Documents Procurement

Documents may be viewed and downloaded as a Portable Document Format (PDF) file free of charge at www.accentblueprints.com. Copies may be obtained by completing an order online or by calling 978-362-8038 for a fee for each set. Completed orders may be picked up at the offices of Accent Printing located at 99 Chelmsford Road, North Billerica, MA 01862 (978-362-8038), from 9 a.m. to 4 p.m. Copies may also be shipped to prospective bidders for an additional charge to cover handling and mailing fees. **All payments for printing and shipping are nonrefundable.**

5. Modification of Bids

Any bidder may modify its bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the OWNER prior to the closing time, and, provided further, for any telegraphic communication that modifies a bid the OWNER is satisfied that a written confirmation of the modification over the signature of the bidder was mailed prior to the closing time.

The modification communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be

known by the OWNER until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the facsimile transmission.

6. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the project site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of its bid.

It should be noted that where Division 1 General Requirements, Division 0, or General Requirements are referenced, that shall include, but is not limited to, all specifications in the Division 0 series and Division 1 series.

7. Information not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the OWNER. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the OWNER does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or CONTRACTOR shall use or be entitled to use any of the information made available to it or obtained in any examination made by it in any manner as a basis of or grounds for any claim or demand against the OWNER or the ENGINEER, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

8. Bid Security

Each bid must be accompanied by a certified check, a bid bond, cash, a treasurer's or cashier's check, payable to the OWNER, in the amount stated in Section 00 11 13, ADVERTISEMENT FOR BIDS. Such deposits will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining deposits will be returned promptly after the OWNER and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to any bidder within 30 days, Saturdays,

Sundays and legal holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

All bid deposit checks of sub-bidders except those of the sub-bidders named in the general bids of the three lowest responsible and eligible general bidders and those of the three lowest responsible and eligible sub-bidders for each subtrade, shall be returned within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of the general bids. The bid deposit checks of sub-bidders not returned pursuant to the provisions of the preceding sentence will be returned within five days, Saturdays, Sundays, and legal holidays excluded, after the execution of the general contract; except that, if a selected sub-bidder fails to perform its agreement to execute a subcontract with the general bidder selected as the general CONTRACTOR, contingent upon the execution of the general contract, or fails to furnish the performance and payment bond stated in its sub-bid if requested in the general bid, its bid security shall be forfeited.

9. Time for Completion

The successful general bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the OWNER and to fully complete the project within the time limit stated in Section 00 41 00, FORM OF GENERAL BID.

10. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally, and if provided orally, shall not be relied upon by bidders unless confirmed in a written addendum. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the OWNER or the ENGINEER.

Every request for such interpretation should be in writing (typed, not handwritten) and sent via email to pimentelm@wseinc.com and to be given consideration must be received by 5:00 PM the Friday preceding the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the specifications which, when issued, may be viewed and downloaded as a Portable Document File (PDF) at www.accentblueprints.com. A notification of Addenda will be emailed to all prospective bidders to email addresses furnished by them for such purposes. Bidders picking up sets of bid documents will be given all Addenda issued to date and will be required to sign for all documents, acknowledging receipt. Failure of any bidder to receive any such Addendum or interpretation shall not relieve such bidder from any obligation under its bid as submitted, and each bidder must confirm for itself that it has received all Addenda. All Addenda so issued shall become part of the Contract Documents.

11. Bid Opening Procedure

The following list of requirements shall be met by each filed bid.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.

The bid and all accompanying documents so required shall be signed by the Bidder or its authorized representative before submission.

All bidders shall include with their bids written acknowledgment of receipt of all addenda. Refer to acknowledgment form provided in Section 00 41 13, FORM FOR GENERAL BID (and Section 00 41 36, FORM FOR SUB-BID, if applicable).

The total dollar amount of each bid will be read and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the bids except for the DCAMM Update Statements contained therein, which are not public records.

12. Comparison of Bids

Bids will be compared on the basis of the lump sum prices stated in the bid forms.

In the event that there is a discrepancy in Section 00 41 13, FORM FOR GENERAL BID or Section 00 41 36, FORM FOR SUBCONTRACTOR BID between the lump sum or unit prices written in words and figures, the prices written in words will govern.

The OWNER agrees to examine and consider each FORM FOR GENERAL BID and FORM FOR SUBCONTRACTOR BID submitted in accordance with the terms and conditions set forth herein and as set forth in Section 00 41 13, FORM FOR GENERAL BID and Section 01 41 36, FORM FOR SUBCONTRACTOR BID.

13. Statutes Regulating Competitive Bidding

Any bid, which does not comply with the provisions of Massachusetts General Laws Chapter 149, Sections 44A to 44J inclusive, as amended, need not be accepted and the OWNER may reject every such bid.

14. Right to Reject Bid

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, should the OWNER deem it to be in the public interest to do so.

The OWNER may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, and may reject bids for any other reason permitted by law, or the OWNER may waive such omissions, conditions or irregularities.

15. Ability and Experience of Bidder

All general contractors shall file with their bids a copy of a certificate of eligibility from Division of Capital Asset Management and Maintenance (DCAMM) showing that they are eligible to bid on projects of this category, value, and up to an aggregate limit and an update statement, DCAMM Form CQ3 [Section 00 45 13-Attachment A].

All subcontractors submitting filed sub-bids must include a valid DCAMM Certificate of Eligibility and completed Sub-Bidder Update Statement [Section 00 45 13.13-Attachment A] with their sub-bids.

No award will be made to any bidder who cannot satisfy the OWNER that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The OWNER's decision or judgment on these matters will be final, conclusive, and binding to the fullest extent permitted by law.

The OWNER may make such investigations as it deems necessary, and the bidder shall furnish to the OWNER, under oath if so required, all such information and data for this purpose as the OWNER may request.

16. Conditions of Work

Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of its contract. Insofar as possible the CONTRACTOR, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

17. Security for Faithful Performance

Simultaneously with its delivery of the executed Contract, the CONTRACTOR shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor and materials under this Contract as specified in Section 00 72 00, GENERAL CONDITIONS included herein, each in the amount of 100 percent of its bid. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the OWNER. The bonds shall remain in force for one year after final acceptance of the work by the OWNER, unless the OWNER, in writing, releases the CONTRACTOR from the obligation sooner.

18. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

19. Laws and Regulations

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where a conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, or by laws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

Attention is directed to Section 00 73 73.13 STATE STATUTES AND REGULATIONS COMMONWEALTH OF MASSACHUSETTS and to other applicable Sections of this specification. In the event of any conflict between provisions of law or regulation quoted or paraphrased in the Contract Documents, the actual provisions of law or regulation shall control.

20. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon its failure or refusal to execute and deliver the Contract, Bonds and Certificates of Insurance required within 5 days, Saturdays, Sundays and legal holidays excluded, after presentment of the contract by the OWNER, shall, except as otherwise provided by applicable law, forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with its bid, provided that the amount forfeited shall not exceed the difference between its bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bonafide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, its bid deposit will be returned.

21. Indeterminate Items and Estimated Quantities

The work to be done under this Contract has been divided into parts or items, if applicable, to enable each bidder to bid on different portions of the work in accordance with its estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though each bidder may have judged that such quantity may be greater or less than the estimated quantity stated in Section 00 41 13, FORM FOR GENERAL BID.

22. CONTRACTOR Records

The CONTRACTOR shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R, concerning CONTRACTOR records. This section has been reprinted in Section 00 73 73.13, STATE STATUTES AND REGULATIONS COMMONWEALTH OF MASSACHUSETTS.

23. Bidder Certification – OSHA Training

All employees who work on Massachusetts public works construction sites, on projects estimated to cost more than \$10,000, must have no less than ten (10) hours of OSHA-approved safety and health training.

The Massachusetts Attorney General is authorized to restrain award of construction contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors.

Noncompliance with this law will disqualify contractors from bidding on public contracts.

24. Report of Sub-bids

The sub-bids will be emailed by the printer to all bidders who have taken out plans in accord with the advertisements, not later than the second day excluding Saturday, Sunday and legal holidays, before the day for opening of general bids, a list of those sub-bidders who have filed bids in complete conformance with the Massachusetts General Laws.

25. Price Adjustments

This Contract is subject to the provisions for material price adjustments in accordance with Chapter 30, Section 38A of the Massachusetts General Laws.

26. Sales Tax Exemption

Materials, equipment and supplies to be used on this project are exempt from sales tax to the extent provided by M.G.L. Chapter 64H, Section 6(f).

27. Pre-Bid Conference

Visits to view the existing project site at 17 Town Hall Road can be scheduled **Wednesday, February 20, 2024** through Jarrod Cabral, Director, Truro Dept. of Public Works. Email: jcabral@truro-ma.gov. Phone: 508 214-0400.

28. Prevailing Wage Rates

Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this project. It is the responsibility of the bidder, before bid opening, to request if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed

work under this contract.

The Contractor is responsible for requesting up to date wage rates from the Owner prior to the one-year anniversary of the notice to proceed of this contract. The Owner shall obtain updated wage rates from the Director and provide them to the Contractor upon said request.

29. Guarantee

The Contractor shall guarantee that the Work and Services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall commence on the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the Work shall commence on the date fixed for such acceptance. In either event, the term of the guarantee shall be as set forth in MGL c. 260

If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor neglects to commence making such repairs, corrections or replacements to the satisfaction of the Owner within seven (7) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make said repairs, correction or replacements, and charge the costs, including compensation for additional professional services, to the Contractor.

30. Safety and Health Regulations

This Project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety 'Rules and Regulations for the Prevention of Accidents in Construction Operations' (Chapter 454 CMR 10.00 et seq.). Contractors shall be familiar with the requirements of these regulations.

END OF SECTION

SECTION 00 31 32
SUBSURFACE DATA

PART 1 - GENERAL

1.01 SCOPE

- A. A subsurface exploration program consisting of soil borings and test pits has been performed, with reasonable care. The following reports are appended hereto for informational purposes.
 - 1. "Geotechnical Engineering Report, Department of Public Works Facility, Truro, Massachusetts," prepared by Weston & Sampson Engineers, Inc., dated May 30, 2025.
- B. Samples of the materials encountered in the explorations may be viewed upon request during the bidding period only at the office of Weston & Sampson Engineers, Inc., 55 Walkers Brook Drive, Reading, Massachusetts 01867. If Contractors deem the subsurface information insufficient, they may, after obtaining Owner's permission, carry out additional subsurface explorations, at no expense to the Owner.
- C. The above report is provided for informational purposes only. The Contractor has no right to rely on the interpretations, opinions, conclusions or recommendations included in the reports, only the factual data relative to the specific times, locations, and depths/elevations referenced in the report. Specific project requirements, including any options selected from the geotechnical report, are referenced only in the drawings and specifications.
- D. Subsurface information provided in the Contract Documents, and the above report is limited by the methods used for obtaining and expressing such data and is subject to various interpretations. The terms used to describe soils, rock, groundwater and such other conditions are subject to local usage and individual interpretation.
- E. Borings and test pits have been completed substantially at the locations indicated and advanced only to the depths stated in the exploration logs. Soil information presented in the exploration logs, as to classification, gradation, properties, density and consistency, is based on visual observation of recovered samples. Reported groundwater levels are those measured in the field at the particular locations and at the time measurements were made, and do not necessarily represent permanent groundwater elevations. Groundwater elevations may be affected by temperature, rainfall, and other factors that may not have been present at the time the measurements were made. The Contractors should be aware that groundwater level fluctuations may affect methods of construction.
- F. Subsurface exploration soil and rock data are for the general information of the Contractors. The Contractors bidding on the project are obligated to examine the site, review all available information and records of explorations, investigations, and other pertinent data for the site, and then based upon their own interpretations and investigations decide the character of material to be encountered and excavated, the suitability of the materials to be used for backfilling and such other purposes, the groundwater conditions, difficulties or obstacles likely to be encountered, and other conditions affecting the work. The subsurface data is accurate only at the particular locations and times the subsurface explorations were made. No other warranty either expressed or implied by the Owner, Engineer or their agents is made as to the accuracy of the subsurface information and data shown on the drawings or presented in the Contract Documents.

END OF SECTION

SECTION 00 31 43

PERMITS

PART 1 – GENERAL

1.01 DESCRIPTION:

- A. This Section provides specific information and defines specific requirements of the Contractor regarding the preparation and acquisition of permits required to perform the work of this project. This Section also provides specific information and defines specific requirements of the Contractor regarding the termination of existing services. The permits and terminations required include, but are not limited to, those specifically described in this Section.
- B. The following items are addressed in this Section.
 - 1. Truro Fire Department
 - 2. Eversource Energy
 - 3. Oil & Hazardous Materials Requirements
 - 4. Massachusetts Department of Environmental Protection (MassDEP) Notification and Permits

1.02 RELATED WORK:

- A. Section 01 11 00, CONTROL OF WORK AND MATERIALS
- B. Section 01 14 19.16, DUST CONTROL
- C. Section 01 57 19, ENVIRONMENTAL PROTECTION
- D. Section 02 41 19, SELECTIVE STRUCTURE DEMOLITION
- ~~E. Section 02 61 26.13, ASBESTOS ABATEMENT FOR UNDERGROUND UTILITIES~~
- ~~F. Section 02 61 26.16, REMOVAL OF UNDERGROUND NONFRIABLE AC PIPE~~
- ~~G. Section 02 82 33, ASBESTOS ABATEMENT FOR BUILDINGS~~
- H. Section 31 00 00, EARTHWORK

I. Section 31 23 19, DEWATERING

1.03 GENERAL REQUIREMENTS:

- A. The Contractor shall apply for, obtain, and pay for all permits and licenses required, including but not limit to the permits listed below. Contractor shall also be responsible for all fees and costs associated with decommissioning and termination of services.
- B. The Contractor shall procure all other permits, licenses, and approvals from Federal, State, and local authorities and such other agencies as may be necessary in connection with the work of this Contract.
- C. The Contractor shall perform the work in accordance with the Contract Documents, and any applicable Federal, State, and local requirements, permits, or order of conditions.
- D. The Contractor shall provide all required certificates to show that the work has been completed in conformity with the permits and shall submit such Certificates of Approval to the Engineer before final acceptance of the work.
- E. Terminate services in accordance with the requirements of the governing utility and as specified under Section 01 11 00 – CONTROL OF WORK AND MATERIALS.
- F. Refer to the Contract Drawings showing the locations of water, sewer, and electric utilities at the site. The Contractor shall note that the utility information shown may not reflect actual field conditions.
- G. The Owner has obtained or will obtain and pay for the permits listed below, which are required for this project. The Contractor shall assist in obtaining certain permits, as indicated. The Contractor shall obtain and pay for all other permits required, as defined under the Permits subsection of Section 00 72 00, GENERAL CONDITIONS.

| <u>Permits</u> | <u>Status</u> |
|--|---------------|
| BWP AQ 06 Notification Prior to Construction or Demolition | * |
| Building Permit | * |
| Conservation Commission Order of Conditions (Ch. 131, s. 40) | (Attached)** |
| Trench Permit (520 CMR 14.00)(eff. date 3/1/09) | * |
| Commonwealth of Massachusetts Boiler and Pressure Vessel Safety Program Permit, Inspection and Certificate of Inspection | * |
| Planning Board Site Plan Review | (Attached)** |
| NPDES Construction General Permit ⁽¹⁾ | * |
| Board of Health Tight Tank Closure Permit | * |
| Mass. Division of WPC Water Quality Certificate | * |
| Mass. Div. of WPC Sewer Extension or Connection Permit (314 CMR's 7.00 & 12.00) | * |

*Contractor shall prepare permit application and obtain the permit after contract is awarded, bearing all expenses. Owner will pay for and/or waive the permit application fee, if applicable.

** Contractor shall be responsible for adhering to the requirements/conditions set forth in the issued permits/approvals.

⁽¹⁾ Contractor shall be responsible for EPA Construction General Permit compliance and associated SWPPP preparation and inspections.

1.04 CONSERVATION COMMISSION ORDERS:

The Conservation Commission has under the authority of Massachusetts General Laws Chapter 131, Section 40, issued an Order of Conditions on the work under this contract. This Order is to become a part of the Contract Documents and the Contractor shall perform all work in strict conformance with said Order. A copy of this Order is attached to this section.

1.05 BUILDING DEMOLITION PERMIT:

- A. Demolition permitting is the responsibility of the Contractor. Demolition permitting for demolition of structures under this Contract will be obtained from the Town of Truro Building Department.
- B. For the Building Demolition Permit, contact Truro Building Department; Telephone: (508) 214-0927; Address: 24 Town Hall Road, Truro, MA 02666.
- C. When making application for a Building Demolition Permit, the Contractor shall submit a completed application to the Building Department with a site plan, project details, and a debris disposal plan.
- D. The Contractor shall be aware that in accordance with 780 CMR 112.1, a permit to demolish a building shall not be issued until a release is obtained from all utilities having service to the building stating that their respective service connections and appurtenance equipment have been removed or sealed/plugged.

1.06 TRURO FIRE DEPARTMENT:

- A. The Contractor shall coordinate with the Truro Fire Department (TFD) on a number of fire department related issues.

PART 2 - PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 PERFORM WORK IN ACCORDANCE WITH REQUIREMENTS:

- A. The Contractor shall perform the work in accordance with the Contract Documents, including the attached permits/order of conditions, and any applicable municipal requirements.
- B. Prior to commencing any construction activities, the Contractor shall demonstrate to the Owner and the Engineer, through on-site inspection and submitting copies of permits or approvals, that it is in full compliance with the terms and conditions of all permits specified herein. The Contractor shall maintain full compliance with all permits throughout the performance of the work, and upon request, grant access to permitting authorities to inspect the site for the purpose of verifying such compliance.
- C. Where any of the attached permits list specific project requirements/conditions to be met or completed during construction by the owner, property owner, proponent, and/or applicant, this shall mean the Contractor for the purpose of adhering to or completing the activities required to satisfy the permit requirements. The following is a summary of the

permit conditions which will be completed by the Owner. All other requirements / conditions included in the attached permit approvals shall be the responsibility of the Contractor:

END OF SECTION

SECTION 00 41 13

FORM FOR GENERAL BID
(For Buildings Mass. Chapter 149 Work)

To the Awarding Authority:

A. The Undersigned proposes to furnish all labor and materials required for the **New Department of Public Works Facility (Project)** in Truro Massachusetts, in accordance with the accompanying plans and specifications prepared by Weston & Sampson Engineers, Inc. for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered _____.

C. The proposed contract price, Base Bid (Total of Item 1 and Item 2):

_____ dollars
(in words)

(\$ _____).
(in numbers)

For Alternate # 1 – Storage Garage Extension (5,000 SF): add \$ _____.

For Alternate # 2 – Cold Storage Building (4,050 SF): add \$ _____.

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

Item 1. The work of the general contractor, being all work other than that covered by Item 2.

\$ _____ (Base Bid)

\$ _____ (Alternate 1)

\$ _____ (Alternate 2)

Item 2. Sub-bids as follows:

| Sub Trade | Name of Sub-Bidder | Bid Item | Amount | Bond Required “Yes” or “No” |
|--|---------------------------|-----------------|---------------|--|
| 2a. Masonry Specification 04 00 01 Specification 04 20 00 | | Base Bid | | Yes * |
| | | Alt. 1 | | |
| | | Alt. 2 | | |
| | | | | |
| 2b. Miscellaneous and Ornamental Iron Specification 05 00 01 | | Base Bid | | Yes * |
| | | Alt. 1 | | |
| | | Alt. 2 | | |
| | | | | |
| 2c. Waterproofing, Dampproofing and Caulking Specification 07 00 01 | | Base Bid | | Yes * |
| | | Alt. 1 | | |
| | | Alt. 2 | | |
| | | | | |
| 2d. Painting Specification 09 90 00 | | Base Bid | | Yes * |
| | | Alt. 1 | | |
| | | Alt. 2 | | |
| | | | | |
| 2e. Ceramic Tile Specification 09 30 13 | | Base Bid | | Yes * |
| | | Alt. 1 | | |
| | | Alt. 2 | | |
| | | | | |
| 2f. Fire Suppression Specification 21 00 01 | | Base Bid | | Yes * |
| | | Alt. 1 | | |
| | | Alt. 2 | | |
| | | | | |
| 2g. Plumbing Specification 22 00 01 | | Base Bid | | Yes * |
| | | Alt. 1 | | |
| | | Alt. 2 | | |
| | | | | |
| 2h. Heating, Ventilation & Air-Conditioning Specification 23 00 01 | | Base Bid | | Yes * |
| | | Alt. 1 | | |
| | | Alt. 2 | | |
| | | | | |
| 2i. Electrical Specification 26 00 01 | | Base Bid | | Yes * |
| | | Alt. 1 | | |
| | | Alt. 2 | | |
| | | | | |

* Performance and Payment Bonds in the full amount of the subcontract price are required from each prequalified subcontractor in accordance with MGL c.149, §44D¾(e)(4).

| | | |
|------------------------|-----------|-----------------|
| Total of Item 2 | \$ | Base Bid |
| | \$ | Alt. 1 |
| | \$ | Alt. 2 |

The undersigned agrees that each of the above-named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made.

The undersigned agrees that if it is selected as general contractor, it will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

E. The undersigned agrees that, if it is selected as general contractor, it 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, 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.

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

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. The word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance

of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, Section 25C (10) of Chapter 152 (workers' compensation) or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder.

The Bidder hereby agrees that if selected as the Contractor it will commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete the project within **822** consecutive days of the start date fixed in the "Notice to Proceed." The Bidder further agrees to pay as liquidated damages the sum of the **\$1,000** for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the "Liquidated Damages" provisions of Section 00 72 00 GENERAL CONDITIONS.

The undersigned understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149, Sections 44A to 44J, as amended. Every bidder (including sub-bidders) must furnish the DCAM Update Statement with the bid.

The contract will be awarded to the lowest responsible and eligible bidder.

The undersigned understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids, where

Federal approval is not required; and where Federal approval is required, the time for holding bids is 30 days, Saturdays, Sundays and legal holidays excluded, after Federal approval.

Bid security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of 5 percent of the total bid, in accordance with the conditions in the INSTRUCTION TO BIDDERS, has been attached to this bid.

Pursuant to M.G.L. CH. 62C, Sec 49A, I certify under the penalties of perjury that I have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies under penalties of perjury that there have been no substantial changes in its financial position or business organization other than those changes noted within the application since the applicant's most recent pre-qualification statement.

Respectfully submitted:

Date _____

By _____
(Signature)

(Name - Typed or Printed)

(Title)

(SEAL - if bid is by a corporation)

(Business Name)

(Federal ID Number)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)

SECTION 00 41 13.13

FORM FOR SUB-BID ITEM 2a.

MASONRY

To All General Bidders Except Those Excluded:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described plans, specifications, and addenda, all the work specified in Section No. 04 00 01 and 04 20 00 of the specifications and in any plans specified in such section, prepared by Weston & Sampson Engineers, Inc. for construction of a New Department of Public Works Facility, in Truro, Massachusetts, for the contract price as shown below.

The Proposed contract price (Base Bid) is \$ _____

For Alternate No. 1 (Storage Garage Extension), Add \$ _____

For Alternate No. 2 (Cold Storage Building), Add \$ _____

*** All entries must be made clearly and in ink.**

- B. This sub-bid includes addenda numbered _____.

- C. This sub-bid
(____) may be used by any general bidder except:

(____) may only be used by the following general bidders:

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

- D. The undersigned agrees that, if it is selected as a sub-bidder it will, within five (5) days, Saturdays, Sundays, and legal holidays excluded, after presentation of a subcontract by the general bidder selected as the general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract, and, if requested so to do in the general bid by the general bidder, who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D 3/4, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.
- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereto and the bid price for each such class of work or part thereof are:

| Name | Class of Work | Bid Price |
|------|---------------|-----------|
| | | |
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| | | |
| | | |
| | | |
| | | |

(Do not give bid price for any class or part thereof furnished by undersigned.)

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on the hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the General Contractor by the terms of the hereinbefore described plans, specifications, including all general and supplemental general conditions stated therein, and addenda, and to assume toward it all the obligations and responsibilities that it, by those documents, assumes toward the Owner.
- H. The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications:
1. Have been in business under present business name _____ years.

2. Ever failed to complete any work awarded? _____

3. List one or more recent buildings with names of General Contractor and architect on which you served as a subcontractor for work of similar character as required for the above-named building.

| | Building | Architect | General Contractor | Amount of Contract |
|----|----------|-----------|--------------------|--------------------|
| a. | | | | |
| b. | | | | |
| c. | | | | |

4. Bank reference _____

- I. The undersigned hereby certifies it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that it will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.
- J. The undersigned understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149, Sections 44A to 44J, as amended. Every sub-bidder must furnish the DCAM Sub-bidder Update Statement with the bid.
- K. The undersigned agrees to comply with the applicable portions of Division 00 and 01 of the project specifications, and other sections of the specification as referenced. The undersigned also agrees to coordinate all work with that of other trades to avoid conflict of equipment, so that the work of the entire project, including all trades, shall not be delayed or interfered with.
- L. Bid security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of 5 percent of the total bid, in accordance with the conditions in the INSTRUCTIONS TO BIDDERS, has been attached to this bid.
- M. The undersigned further certifies under the penalties of perjury that this sub-bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section

twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: _____

(Name of Sub-bidder)

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

(SEAL - if bid is by
a corporation)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)

SECTION 00 41 13.13

FORM FOR SUB-BID ITEM 2b.

MISCELLANEOUS & ORNAMENTAL IRON

To All General Bidders Except Those Excluded:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described plans, specifications, and addenda, all the work specified in Section No. 05 00 01 of the specifications and in any plans specified in such section, prepared by Weston & Sampson Engineers, Inc. for construction of a New Department of Public Works Facility, in Truro, Massachusetts, for the contract price as shown below.

The Proposed contract price (Base Bid) is \$ _____

For Alternate No. 1, Add \$ _____

For Alternate No. 2, Add \$ _____

*** All entries must be made clearly and in ink.**

- B. This sub-bid includes addenda numbered _____.

- C. This sub-bid
() may be used by any general bidder except:

() may only be used by the following general bidders:

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

- D. The undersigned agrees that, if it is selected as a sub-bidder it will, within five (5) days, Saturdays, Sundays, and legal holidays excluded, after presentation of a subcontract by the general bidder selected as the general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract, and, if requested so to do in the general bid by the general bidder, who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D 3/4, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.
- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereto and the bid price for each such class of work or part thereof are:

| Name | Class of Work | Bid Price |
|------|---------------|-----------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(Do not give bid price for any class or part thereof furnished by undersigned.)

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on the hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the General Contractor by the terms of the hereinbefore described plans, specifications, including all general and supplemental general conditions stated therein, and addenda, and to assume toward it all the obligations and responsibilities that it, by those documents, assumes toward the Owner.
- H. The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____

3. List one or more recent buildings with names of General Contractor and architect on which you served as a subcontractor for work of similar character as required for the above-named building.

| | Building | Architect | General Contractor | Amount of Contract |
|----|----------|-----------|--------------------|--------------------|
| a. | | | | |
| b. | | | | |
| c. | | | | |

4. Bank reference _____

- I. The undersigned hereby certifies it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee: and that it will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.
- J. The undersigned understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149, Sections 44A to 44J, as amended. Every sub-bidder must furnish the DCAM Sub-bidder Update Statement with the bid.
- K. The undersigned agrees to comply with the applicable portions of Division 00 and 01 of the project specifications, and other sections of the specification as referenced. The undersigned also agrees to coordinate all work with that of other trades to avoid conflict of equipment, so that the work of the entire project, including all trades, shall not be delayed or interfered with.
- L. Bid security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of 5 percent of the total bid, in accordance with the conditions in the INSTRUCTIONS TO BIDDERS, has been attached to this bid.
- M. The undersigned further certifies under the penalties of perjury that this sub-bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section

twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: _____

(Name of Sub-bidder)

By: _____

(Title and Name of Person Signing Bid)

(SEAL - if bid is by
a corporation)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)

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SECTION 00 41 13.13

FORM FOR SUB-BID ITEM 2c.

WATERPROOFING, DAMPPROOFING, & CAULKING

To All General Bidders Except Those Excluded:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described plans, specifications, and addenda, all the work specified in Section No. 07 00 01 of the specifications and in any plans specified in such section, prepared by Weston & Sampson Engineers, Inc. for construction of a New Department of Public Works Facility, in Truro, Massachusetts, for the contract price as shown below.

The Proposed contract price (Base Bid) is \$ _____

For Alternate No. 1 (Storage Garage Extension), Add \$ _____

For Alternate No. 2 (Cold Storage Building), Add \$ _____

*** All entries must be made clearly and in ink.**

- B. This sub-bid includes addenda numbered _____.

- C. This sub-bid
(___) may be used by any general bidder except:

(___) may only be used by the following general bidders:

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

- D. The undersigned agrees that, if it is selected as a sub-bidder it will, within five (5) days, Saturdays, Sundays, and legal holidays excluded, after presentation of a subcontract by the general bidder selected as the general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract, and, if requested so to do in the general bid by the general bidder, who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D 3/4, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.
- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereto and the bid price for each such class of work or part thereof are:

| Name | Class of Work | Bid Price |
|------|---------------|-----------|
| | | |
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| | | |
| | | |
| | | |
| | | |

(Do not give bid price for any class or part thereof furnished by undersigned.)

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on the hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the General Contractor by the terms of the hereinbefore described plans, specifications, including all general and supplemental general conditions stated therein, and addenda, and to assume toward it all the obligations and responsibilities that it, by those documents, assumes toward the Owner.
- H. The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications:
1. Have been in business under present business name _____ years.

2. Ever failed to complete any work awarded? _____

3. List one or more recent buildings with names of General Contractor and architect on which you served as a subcontractor for work of similar character as required for the above-named building.

| | Building | Architect | General Contractor | Amount of Contract |
|----|----------|-----------|--------------------|--------------------|
| a. | | | | |
| b. | | | | |
| c. | | | | |

4. Bank reference _____

- I. The undersigned hereby certifies it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that it will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.
- J. The undersigned understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149, Sections 44A to 44J, as amended. Every sub-bidder must furnish the DCAM Sub-bidder Update Statement with the bid.
- K. The undersigned agrees to comply with the applicable portions of Division 00 and 01 of the project specifications, and other sections of the specification as referenced. The undersigned also agrees to coordinate all work with that of other trades to avoid conflict of equipment, so that the work of the entire project, including all trades, shall not be delayed or interfered with.
- L. Bid security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of 5 percent of the total bid, in accordance with the conditions in the INSTRUCTIONS TO BIDDERS, has been attached to this bid.
- M. The undersigned further certifies under the penalties of perjury that this sub-bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section

twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: _____

(Name of Sub-bidder)

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

(SEAL - if bid is by
a corporation)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)

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SECTION 00 41 13.13

FORM FOR SUB-BID ITEM 2d.

PAINTING

To All General Bidders Except Those Excluded:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described plans, specifications, and addenda, all the work specified in Section No. 09 90 00 of the specifications and in any plans specified in such section, prepared by Weston & Sampson Engineers, Inc. for construction of a New Department of Public Works Facility, in Truro, Massachusetts, for the contract price as shown below.

The Proposed contract price (Base Bid) is \$ _____

For Alternate No. 1, Add \$ _____

For Alternate No. 2, Add \$ _____

*** All entries must be made clearly and in ink.**

- B. This sub-bid includes addenda numbered _____.

- C. This sub-bid
() may be used by any general bidder except:

() may only be used by the following general bidders:

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

- D. The undersigned agrees that, if it is selected as a sub-bidder it will, within five (5) days, Saturdays, Sundays, and legal holidays excluded, after presentation of a subcontract by the general bidder selected as the general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract, and, if requested so to do in the general bid by the general bidder, who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D 3/4, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.
- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereto and the bid price for each such class of work or part thereof are:

| Name | Class of Work | Bid Price |
|------|---------------|-----------|
| | | |
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| | | |
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| | | |

(Do not give bid price for any class or part thereof furnished by undersigned.)

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on the hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the General Contractor by the terms of the hereinbefore described plans, specifications, including all general and supplemental general conditions stated therein, and addenda, and to assume toward it all the obligations and responsibilities that it, by those documents, assumes toward the Owner.
- H. The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____

3. List one or more recent buildings with names of General Contractor and architect on which you served as a subcontractor for work of similar character as required for the above-named building.

| | Building | Architect | General Contractor | Amount of Contract |
|----|----------|-----------|--------------------|--------------------|
| a. | | | | |
| b. | | | | |
| c. | | | | |

4. Bank reference _____

- I. The undersigned hereby certifies it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee: and that it will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.
- J. The undersigned understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149, Sections 44A to 44J, as amended. Every sub-bidder must furnish the DCAM Sub-bidder Update Statement with the bid.
- K. The undersigned agrees to comply with the applicable portions of Division 00 and 01 of the project specifications, and other sections of the specification as referenced. The undersigned also agrees to coordinate all work with that of other trades to avoid conflict of equipment, so that the work of the entire project, including all trades, shall not be delayed or interfered with.
- L. Bid security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of 5 percent of the total bid, in accordance with the conditions in the INSTRUCTIONS TO BIDDERS, has been attached to this bid.
- M. The undersigned further certifies under the penalties of perjury that this sub-bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section

twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: _____

(Name of Sub-bidder)

By: _____

(Title and Name of Person Signing Bid)

(SEAL - if bid is by
a corporation)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)

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SECTION 00 41 13.13

FORM FOR SUB-BID ITEM 2e.

CERAMIC TILE

To All General Bidders Except Those Excluded:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described plans, specifications, and addenda, all the work specified in Section No. 09 30 13 of the specifications and in any plans specified in such section, prepared by Weston & Sampson Engineers, Inc. for construction of a New Department of Public Works Facility, in Truro, Massachusetts, for the contract price as shown below.

The Proposed contract price (Base Bid) is \$_____

*** All entries must be made clearly and in ink.**

- B. This sub-bid includes addenda numbered _____.

- C. This sub-bid
(____) may be used by any general bidder except:

(____) may only be used by the following general bidders:

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

- D. The undersigned agrees that, if it is selected as a sub-bidder it will, within five (5) days, Saturdays, Sundays, and legal holidays excluded, after presentation of a subcontract by the general bidder selected as the general contractor, execute with such general bidder a

subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract, and, if requested so to do in the general bid by the general bidder, who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D 3/4, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

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

| Name | Class of Work | Bid Price |
|------|---------------|-----------|
| | | |
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(Do not give bid price for any class or part thereof furnished by undersigned.)

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on the hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the General Contractor by the terms of the hereinbefore described plans, specifications, including all general and supplemental general conditions stated therein, and addenda, and to assume toward it all the obligations and responsibilities that it, by those documents, assumes toward the Owner.
- H. The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____
 3. List one or more recent buildings with names of General Contractor and architect on which you served as a subcontractor for work of similar character as required for the above-named building.

| | Building | Architect | General Contractor | Amount of Contract |
|----|----------|-----------|--------------------|--------------------|
| a. | | | | |
| b. | | | | |
| c. | | | | |

4. Bank reference _____

- I. The undersigned hereby certifies it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee: and that it will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.
- J. The undersigned understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149, Sections 44A to 44J, as amended. Every sub-bidder must furnish the DCAM Sub-bidder Update Statement with the bid.
- K. The undersigned agrees to comply with the applicable portions of Division 00 and 01 of the project specifications, and other sections of the specification as referenced. The undersigned also agrees to coordinate all work with that of other trades to avoid conflict of equipment, so that the work of the entire project, including all trades, shall not be delayed or interfered with.

- L. Bid security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of 5 percent of the total bid, in accordance with the conditions in the INSTRUCTIONS TO BIDDERS, has been attached to this bid.
- M. The undersigned further certifies under the penalties of perjury that this sub-bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: _____

(Name of Sub-bidder)

By: _____

(Title and Name of Person Signing Bid)

(SEAL - if bid is by
a corporation)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)

SECTION 00 41 13.13

FORM FOR SUB-BID ITEM 2f.

FIRE SUPPRESSION

To All General Bidders Except Those Excluded:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described plans, specifications, and addenda, all the work specified in Section No. 21 00 01 of the specifications and in any plans specified in such section, prepared by Weston & Sampson Engineers, Inc. for construction of a New Department of Public Works Facility, in Truro, Massachusetts, for the contract price as shown below.

The Proposed contract price (Base Bid) is \$_____

For Alternate No. 1 (Storage Garage Extension), Add \$_____

*** All entries must be made clearly and in ink.**

- B. This sub-bid includes addenda numbered _____.

- C. This sub-bid
(___) may be used by any general bidder except:

(___) may only be used by the following general bidders:

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

- D. The undersigned agrees that, if it is selected as a sub-bidder it will, within five (5) days, Saturdays, Sundays, and legal holidays excluded, after presentation of a subcontract by the general bidder selected as the general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract, and, if requested so to do in the general bid by the general bidder, who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D 3/4, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.
- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereto and the bid price for each such class of work or part thereof are:

| Name | Class of Work | Bid Price |
|------|---------------|-----------|
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(Do not give bid price for any class or part thereof furnished by undersigned.)

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on the hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the General Contractor by the terms of the hereinbefore described plans, specifications, including all general and supplemental general conditions stated therein, and addenda, and to assume toward it all the obligations and responsibilities that it, by those documents, assumes toward the Owner.
- H. The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____

3. List one or more recent buildings with names of General Contractor and architect on which you served as a subcontractor for work of similar character as required for the above-named building.

| | Building | Architect | General Contractor | Amount of Contract |
|----|----------|-----------|--------------------|--------------------|
| a. | | | | |
| b. | | | | |
| c. | | | | |

4. Bank reference _____

- I. The undersigned hereby certifies it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that it will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.
- J. The undersigned understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149, Sections 44A to 44J, as amended. Every sub-bidder must furnish the DCAM Sub-bidder Update Statement with the bid.
- K. The undersigned agrees to comply with the applicable portions of Division 00 and 01 of the project specifications, and other sections of the specification as referenced. The undersigned also agrees to coordinate all work with that of other trades to avoid conflict of equipment, so that the work of the entire project, including all trades, shall not be delayed or interfered with.
- L. Bid security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of 5 percent of the total bid, in accordance with the conditions in the INSTRUCTIONS TO BIDDERS, has been attached to this bid.
- M. The undersigned further certifies under the penalties of perjury that this sub-bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: _____

(Name of Sub-bidder)

By: _____

(Title and Name of Person Signing Bid)

(SEAL - if bid is by
a corporation)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)

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for Subbid 21 00 00 Fire Protection.doc

SECTION 00 41 13.13

FORM FOR SUB-BID ITEM 2g.

PLUMBING

To All General Bidders Except Those Excluded:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described plans, specifications, and addenda, all the work specified in Section No. 22 00 01 of the specifications and in any plans specified in such section, prepared by Weston & Sampson Engineers, Inc. for construction of a New Department of Public Works Facility, in Truro , Massachusetts, for the contract price as shown below.

The Proposed contract price (Base Bid) is \$_____

For Alternate No. 1 (Storage Garage Extension), Add \$_____

*** All entries must be made clearly and in ink.**

- B. This sub-bid includes addenda numbered _____.

- C. This sub-bid
(___) may be used by any general bidder except:

(___) may only be used by the following general bidders:

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

- D. The undersigned agrees that, if it is selected as a sub-bidder it will, within five (5) days, Saturdays, Sundays, and legal holidays excluded, after presentation of a subcontract by

the general bidder selected as the general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract, and, if requested so to do in the general bid by the general bidder, who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D 3/4, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

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

| Name | Class of Work | Bid Price |
|------|---------------|-----------|
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(Do not give bid price for any class or part thereof furnished by undersigned.)

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on the hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the General Contractor by the terms of the hereinbefore described plans, specifications, including all general and supplemental general conditions stated therein, and addenda, and to assume toward it all the obligations and responsibilities that it, by those documents, assumes toward the Owner.
- H. The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____
 3. List one or more recent buildings with names of General Contractor and architect on which you served as a subcontractor for work of similar character as required

for the above-named building.

| | Building | Architect | General Contractor | Amount of Contract |
|----|----------|-----------|--------------------|--------------------|
| a. | | | | |
| b. | | | | |
| c. | | | | |

4. Bank reference _____

- I. The undersigned hereby certifies it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee: and that it will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.
- J. The undersigned understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149, Sections 44A to 44J, as amended. Every sub-bidder must furnish the DCAM Sub-bidder Update Statement with the bid.
- K. The undersigned agrees to comply with the applicable portions of Division 00 and 01 of the project specifications, and other sections of the specification as referenced. The undersigned also agrees to coordinate all work with that of other trades to avoid conflict of equipment, so that the work of the entire project, including all trades, shall not be delayed or interfered with.
- L. Bid security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of 5 percent of the total bid, in accordance with the conditions in the INSTRUCTIONS TO BIDDERS, has been attached to this bid.
- N. The undersigned further certifies under the penalties of perjury that this sub-bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: _____

(Name of Sub-bidder)

By: _____

(Title and Name of Person Signing Bid)

(SEAL - if bid is by
a corporation)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)

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for Subbid 22 00 00 Plumbing.doc

SECTION 00 41 13.13

FORM FOR SUB-BID ITEM 2h.

HEATING, VENTILATION, & AIR CONDITIONING

To All General Bidders Except Those Excluded:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described plans, specifications, and addenda, all the work specified in Section No. 23 00 01 of the specifications and in any plans specified in such section, prepared by Weston & Sampson Engineers, Inc. for construction of a New Department of Public Works Facility, in Truro, Massachusetts, for the contract price as shown below.

The Proposed contract price (Base Bid) is \$_____

For Alternate No. 1 (Storage Garage Extension), Add \$_____

*** All entries must be made clearly and in ink.**

- B. This sub-bid includes addenda numbered _____.

- C. This sub-bid
(___) may be used by any general bidder except:

(___) may only be used by the following general bidders:

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

- D. The undersigned agrees that, if it is selected as a sub-bidder it will, within five (5) days, Saturdays, Sundays, and legal holidays excluded, after presentation of a subcontract by the general bidder selected as the general contractor, execute with such general bidder a

subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract, and, if requested so to do in the general bid by the general bidder, who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D 3/4, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

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

| Name | Class of Work | Bid Price |
|------|---------------|-----------|
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| | | |
| | | |

(Do not give bid price for any class or part thereof furnished by undersigned.)

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on the hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the General Contractor by the terms of the hereinbefore described plans, specifications, including all general and supplemental general conditions stated therein, and addenda, and to assume toward it all the obligations and responsibilities that it, by those documents, assumes toward the Owner.
- H. The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____
 3. List one or more recent buildings with names of General Contractor and architect on which you served as a subcontractor for work of similar character as required for the above-named building.

| | Building | Architect | General Contractor | Amount of Contract |
|----|----------|-----------|--------------------|--------------------|
| a. | | | | |
| b. | | | | |
| c. | | | | |

4. Bank reference _____

- I. The undersigned hereby certifies it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that it will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.
- J. The undersigned understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149, Sections 44A to 44J, as amended. Every sub-bidder must furnish the DCAM Sub-bidder Update Statement with the bid.
- K. The undersigned agrees to comply with the applicable portions of Division 00 and 01 of the project specifications, and other sections of the specification as referenced. The undersigned also agrees to coordinate all work with that of other trades to avoid conflict of equipment, so that the work of the entire project, including all trades, shall not be delayed or interfered with.
- L. Bid security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of 5 percent of the total bid, in accordance with the conditions in the INSTRUCTIONS TO BIDDERS, has been attached to this bid.
- M. The undersigned further certifies under the penalties of perjury that this sub-bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: _____

(Name of Sub-bidder)

By: _____

(Title and Name of Person Signing Bid)

(SEAL - if bid is by
a corporation)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)

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for Subbid 23 00 01 HVAC.doc

SECTION 00 41 13.13

FORM FOR SUB-BID ITEM 2i.

ELECTRICAL

To All General Bidders Except Those Excluded:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described plans, specifications, and addenda, all the work specified in Section No. 26 00 01 of the specifications and in any plans specified in such section, prepared by Weston & Sampson Engineers, Inc. for construction of a New Department of Public Works Facility, in Truro, Massachusetts, for the contract price as shown below.

The Proposed contract price (Base Bid) is \$ _____

For Alternate No. 1 (Storage Garage Extension), Add \$ _____

For Alternate No. 2 (Cold Storage Building), Add \$ _____

*** All entries must be made clearly and in ink.**

- B. This sub-bid includes addenda numbered _____.

- C. This sub-bid
(___) may be used by any general bidder except:

(___) may only be used by the following general bidders:

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

- D. The undersigned agrees that, if it is selected as a sub-bidder it will, within five (5) days, Saturdays, Sundays, and legal holidays excluded, after presentation of a subcontract by the general bidder selected as the general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract, and, if requested so to do in the general bid by the general bidder, who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D 3/4, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.
- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereto and the bid price for each such class of work or part thereof are:

| Name | Class of Work | Bid Price |
|------|---------------|-----------|
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(Do not give bid price for any class or part thereof furnished by undersigned.)

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on the hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the General Contractor by the terms of the hereinbefore described plans, specifications, including all general and supplemental general conditions stated therein, and addenda, and to assume toward it all the obligations and responsibilities that it, by those documents, assumes toward the Owner.
- H. The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____

3. List one or more recent buildings with names of General Contractor and architect on which you served as a subcontractor for work of similar character as required for the above-named building.

| | Building | Architect | General Contractor | Amount of Contract |
|----|----------|-----------|--------------------|--------------------|
| a. | | | | |
| b. | | | | |
| c. | | | | |

4. Bank reference _____

- I. The undersigned hereby certifies it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee: and that it will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.
- J. The undersigned understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149, Sections 44A to 44J, as amended. Every sub-bidder must furnish the DCAM Sub-bidder Update Statement with the bid.
- K. The undersigned agrees to comply with the applicable portions of Division 00 and 01 of the project specifications, and other sections of the specification as referenced. The undersigned also agrees to coordinate all work with that of other trades to avoid conflict of equipment, so that the work of the entire project, including all trades, shall not be delayed or interfered with.

- L. Bid security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of 5 percent of the total bid, in accordance with the conditions in the INSTRUCTIONS TO BIDDERS, has been attached to this bid.
- M. The undersigned further certifies under the penalties of perjury that this sub-bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: _____

(Name of Sub-bidder)

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

(SEAL - if bid is by
a corporation)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)

SECTION 00 43 43

PREVAILING WAGE RATES

SECTION 00 45 13

ATTACHMENT A

DCAM PRIME/GC UPDATE STATEMENT

PRIME UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)

TO ALL BIDDERS AND AWARDING AUTHORITIES

A COMPLETED AND SIGNED PRIME CONTRACTOR UPDATE STATEMENT MUST BE SUBMITTED WITH EVERY PRIME BID FOR A CONTRACT PURSUANT TO M.G.L. c.149, §44A AND M.G.L. c. 149A. ANY PRIME BID SUBMITTED WITHOUT AN APPROPRIATE UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.

Caution: This form is to be used for submitting Prime Contract bids. It is not to be used for submitting Filed Sub-Bids or Trade Sub-Bids.

AWARDING AUTHORITIES

If the Awarding Authority determines that the bidder does not demonstrably possess the skill, ability and integrity necessary to perform the work on the project, it must reject the bid.

BIDDER'S AFFIDAVIT

I swear under the pains and penalties of perjury that I am duly authorized by the bidder named below to sign and submit this Prime Contractor Update Statement on behalf of the bidder named below, that I have read this Prime Contractor Update Statement, and that all of the information provided by the bidder in this Prime Contractor Update Statement is true, accurate, and complete as of the bid date.

Bid Date

Print Name of Prime Contractor

Project Number
(or name if no number)

Business Address

Awarding Authority

Telephone Number

SIGNATURE⇒

Bidder's Authorized Representative

INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

- This form must be completed and submitted by all Prime contractors bidding on projects pursuant to M.G.L. c. 149, §44A and M.G.L. c. 149A.
- You must give complete and accurate answers to all questions and provide all of the information requested. MAKING A MATERIALLY FALSE STATEMENT IN THIS UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.
- **This Update Statement must include all requested information that was not previously reported on the Application used for your firm's most recently issued (not extended or amended) Prime Contractor Certificate of Eligibility. The Update Statement must cover the entire period since the date of your Application, NOT since the date of your Certification.**
- You must use this official form of Update Statement. Copies of this form may be obtained from the awarding authority and from the Division of Capital Asset Management and Maintenance Web Site: www.mass.gov/DCAMM.
- If additional space is needed, please copy the appropriate page of this Update Statement and attach it as an additional sheet.
- See the section entitled "Bidding Limits" in the *Instructions to Awarding Authorities* for important information concerning your bidding limits.

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Bidder Qualifications

- It is the awarding authority's responsibility to determine who is the lowest eligible and responsible bidder. You must consider all of the information in the low bidder's Update Statement in making this determination. Remember: this information was not available to the Division of Capital Asset Management and Maintenance at the time of certification.
- The bidder's performance on the projects listed in Parts 1 and 2 must be part of your review. Contact the project references.
- AWARDING AUTHORITIES ARE STRONGLY ENCOURAGED TO REVIEW THE LOW BIDDER'S ENTIRE CERTIFICATION FILE AT THE DIVISION OF

CAPITAL ASSET MANAGEMENT AND MAINTENANCE. Telephone (617) 727-9320 for an appointment.

Bidding Limits

Single Project Limit: The total amount of the bid, including all alternates, may not exceed the bidder's Single Project Limit.

Aggregate Work Limit: The annual value of the work to be performed on the contract for which the bid is submitted, when added to the annual cost to complete the bidder's other currently held contracts, may not exceed the bidder's Aggregate Work Limit. Use the following procedure to determine whether the low bidder is within its Aggregate Work Limit:

- | | |
|---------------|---|
| <u>Step 1</u> | Review Update Statement Question #2 to make sure that all requested information is provided and that the bidder has accurately calculated and totaled the annualized value of all incomplete work on its currently held contracts (column 9). |
| <u>Step 2</u> | Determine the annual dollar value of the work to be performed on your project. This is done as follows: (i) If the project is to be completed in less than 12 months, the annual dollar value of the work is equal to the full amount of the bid. (ii) If the project will take more than 12 months to complete, calculate the number of years given to complete the project by dividing the total number of months in the project schedule by 12 (calculate to 3 decimal places), then divide the amount of the bid by the calculated number of years to find the annual dollar value of the work. |
| <u>Step 3</u> | Add the annualized value of all of the bidder's incomplete contract work (the total of column 9 on page 5) to the annual dollar value of the work to be |

performed on your project. **The total may not exceed the bidder's Aggregate Work Limit.**

Correction of Errors and Omissions in Update Statements

Matters of Form: An awarding authority shall not reject a contractor's bid because there are mistakes or omissions of form in the Update Statement submitted with the bid, provided the contractor promptly

corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 8.05(1)].

Correction of Other Defects: An awarding authority may, in its discretion, give a contractor notice of defects, other than mistakes or omissions of form, in the contractor's Update Statement, and an opportunity to correct such defects, provided the correction of such defects is not prejudicial to fair competition. An awarding authority may reject a corrected Update Statement if it contains unfavorable information about the contractor that was omitted from the Update Statement filed with the contractor's bid. [810 CMR 8.05(2)].

PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE *BUILDING* PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAMM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAMM APPLICATION*.

| PROJECT TITLE & LOCATION | WORK CATEGORY | CONTRACT PRICE | START DATE | DATE COMPLETED |
|--------------------------|------------------|----------------|------------|-------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attach additional sheets if necessary

* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

| PROJECT TITLE | COMPANY NAME | CONTACT PERSON | TELEPHONE |
|---------------|--------------|----------------|-----------|
| | OWNER: | | |
| | DESIGNER: | | |
| | GC: | | |
| | OWNER: | | |
| | DESIGNER: | | |
| | GC: | | |
| | OWNER: | | |
| | DESIGNER: | | |
| | GC: | | |
| | OWNER: | | |
| | DESIGNER: | | |
| | GC: | | |
| | OWNER: | | |
| | DESIGNER: | | |
| | GC: | | |

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? ☐ YES ☐ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☐ NO

If you have answered YES to either question, explain. _____

PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING *CONSTRUCTION* PROJECTS YOUR COMPANY HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|-----------------------------|------------------|------------------------|------------------------------|-------------------|-------------------|---|--|---|
| PROJECT TITLE & LOCATION | WORK CATEGORY | START AND END DATES | ON SCHEDULE (yes / no) | CONTRACT PRICE | % NOT COMPLETE | \$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6) | NO. OF YEARS REMAINING (see note below) | ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by) |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9)

\$ _____

- Column 8
- If less than one year is left in the project schedule, write 1.
 - If more than 12 months are left in the project schedule, divide the number of months left in the project schedule by 12 (calculate to three decimal places).

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH CURRENTLY HELD PROJECT LISTED ON THE PREVIOUS PAGE.

| PROJECT TITLE | COMPANY NAME | CONTACT PERSON | TELEPHONE |
|---------------|--------------|----------------|-----------|
| | OWNER: | | |
| | DESIGNER: | | |
| | GC: | | |
| | OWNER: | | |
| | DESIGNER: | | |
| | GC: | | |
| | OWNER: | | |
| | DESIGNER: | | |
| | GC: | | |
| | OWNER: | | |
| | DESIGNER: | | |
| | GC: | | |
| | OWNER: | | |
| | DESIGNER: | | |
| | GC: | | |

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship? ☐ YES ☐ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☐ NO

If you have answered YES to either question, explain. _____

For **Parts 3 and 4**, if you answer YES to any question, please provide on a separate page a complete explanation. You must report all requested information not previously reported on your most recent DCAMM Application for Prime Certificate of Eligibility. Information must supplement all judicial and administrative proceedings involving bidder's firm, which were instituted or concluded (adversely or otherwise) since your firm's Application for your most recently issued (not extended or amended) Certificate of Eligibility. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

PART 3 – GENERAL PERFORMANCE

Part 3 of the Update Statement corresponds to Section 5 of the Prime Application. The numbering below refers back to the numbered questions in the application for your reference.

Prime Application Section 5 - General Performance

| | YES | NO |
|--|--------------------------|--------------------------|
| 5.A. Has your Company been terminated prior to completion of a Contract? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.B. Has your Company failed or refused to perform or complete any of its Scope of Work under any Contract prior to substantial completion? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.C. Has your Company and/or any principal, officer, or individual with a Financial Interest in your Company filed for bankruptcy? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.D. Has a surety for your Company taken over or been asked to complete your Scope of Work under any Contract? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.E. Has a payment or performance bond been invoked against your Company on any Contract? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.F. Has any surety for your Company made payment under a payment bond to a vendor or supplier or other party on any Contract? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.G. Has any subcontractor filed a demand for direct payment on any of your Contracts? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.H. Has a lawsuit been filed by any of your subcontractors or suppliers to enforce a mechanic's lien in connection with any of your Contracts? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.I. Has there been a death of any Company employee or other person in connection with (or as the result of) performing your Company's Scope of Work on any of your Contracts? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.J. Has any Company employee or other person suffered an injury while performing any tasks within the Scope of Work on any of your Contracts resulting in his/her inability to return to work for a period in excess of one year? | <input type="checkbox"/> | <input type="checkbox"/> |

PART 4 – LEGAL OR ADMINISTRATIVE PROCEEDINGS; COMPLIANCE WITH LAWS

Part 4 of the Update Statement corresponds to section 6 of the Prime Application. The numbering below refers back to the numbered questions in the application for your reference.

Prime Application Section 6 -Legal or Administrative Proceedings; Compliance with Laws

The term “administrative proceeding” as used in this Prime Contractor Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term “anyone with a financial interest in your firm” as used in this Section “I”, shall mean any person and/or entity with a 5% or greater ownership interest in the applicant’s firm.

| | YES | NO |
|--|--------------------------|--------------------------|
| 6.A. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to the procurement or performance of any of your Contracts? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.B. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal construction procurement laws? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.C. Have any criminal charges involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to the procurement or performance of any of your Contracts (e.g., fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records or receipt of stolen property)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.D. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of state ethics laws (in Massachusetts: M.G.L. Chapter 268A)? | <input type="checkbox"/> | <input type="checkbox"/> |

Section 6 - Legal or Administrative Proceedings; Compliance with Laws (continued)

| | YES | NO |
|--|--------------------------|--------------------------|
| 6.E. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker's compensation? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.F. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in hiring and/or employment? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.G. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled for violation of any state or federal law regulating labor relations, including collective bargaining agreements, employee welfare benefit plans, employee pension benefit plans, other ERISA and non-ERISA plans? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.H. Have any proceedings by a local, state, or federal agency been brought, concluded, or settled relating to decertification, debarment or suspension of your Company and/or any principal or officer or individual with a Financial Interest in your Company from construction contracting? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.I. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of state or federal environmental laws? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.J. Has your Company been fined or sanctioned by OSHA and/or any other state or federal agency for violations of any laws or regulations related to occupational health or safety? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.K. Has your Company ever (i) failed to meet applicable workforce and/or diversity program goals, benchmarks or other requirements, and/or (ii) been sanctioned, fined and/or penalized for non-compliance with workforce policies and/or diversity programs (e.g., for MBEs, WBEs, SDVOBEs and DBEs) and/or failure to maintain and/or submit required reports, such as certified payrolls. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.L. Other than previously reported in the above questions, have any Judicial Actions or Administrative Proceedings or investigations involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract? | <input type="checkbox"/> | <input type="checkbox"/> |

PART 5 - SUPERVISORY PERSONNEL

List all supervisory personnel, such as project managers and superintendents, who will be assigned to the project if your firm is awarded the contract. **Attach the resume of each person listed below.**

| NAME | TITLE OR FUNCTION |
|------|-------------------|
| | |
| | |
| | |
| | |

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your company's business organization (**including changes in ownership, mergers, or asset/stock sales**), financial condition or bonding capacity since the date your current Certificate of Eligibility was issued? ☐ Yes ☐ No

If YES, attach a separate page providing complete details.

PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE.

Attach here a copy of the list of completed construction projects which was submitted with your firm's DCAMM Application for your most recently issued (not extended or amended) DCAMM Certificate of Eligibility. The Attachment must include a complete copy of the entire Projects Table – "Completed Projects" and the final page – "Certification" (Signature Page) containing the signature and date that the Completed Projects list was submitted to the Division of Capital Asset Management and Maintenance.

SECTION 00 45 13.13

DCAMM UPDATE STATEMENT – SUB-BIDDER

SUB-BIDDERS' UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)

Sub-Bidder Update Statement

TO ALL SUB-BIDDERS, TRADE CONTRACTORS AND AWARDING AUTHORITIES

A COMPLETED AND SIGNED SUB-BIDDER UPDATE STATEMENT MUST BE SUBMITTED WITH EVERY FILED SUB-BID PURSUANT TO M.G.L. c.149, §44F AND EVERY TRADE SUB-BID PURSUANT TO M.G.L. c. 149A. ANY FILED SUB-BID OR TRADE SUB-BID SUBMITTED WITHOUT AN APPROPRIATE SUB-BIDDER UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.

Caution: This form is to be used for submitting Filed Sub-Bids and Trade Sub-Bids Only

AWARDING AUTHORITIES

If the Awarding Authority determines that the Sub-Bidder is not competent to perform the work as specified on the project, it should reject the bid.

SUB-BIDDER'S AFFIDAVIT

I swear under the pains and penalties of perjury that I am duly authorized by the bidder named below to sign and submit this Sub-Bidder Update Statement on behalf of the bidder named below, that I have read this Sub-Bidder Update Statement, and that all of the information provided by the bidder in this Sub-Bidder Update Statement is true, accurate, and complete as of the bid date.

Bid Date

Print Name of Sub-Bidder or Trade Contractor

Project Number
(or name if no number)

Business Address

Awarding Authority

Telephone Number

SIGNATURE⇒

Bidder's Authorized Representative

INSTRUCTIONS

INSTRUCTIONS TO SUB-BIDDERS

- This form must be completed and submitted by all Filed Sub-Bidders bidding on projects pursuant to M.G.L. c. 149, §44F and Trade Contractors bidding on projects pursuant to M.G.L. c. 149A.
- You must give complete and accurate answers to all questions and provide all of the information requested. MAKING A MATERIALLY FALSE STATEMENT IN THIS SUB-BIDDER UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.
- **This Sub-Bidder Update Statement must include all requested information that was not previously reported on the Application used for your company's most recently issued (not extended or amended) Sub-Bidder Certificate of Eligibility. The Sub-Bidder Update Statement must cover the entire period since the date of that Application, NOT since the date of your Certification.**
- You must use this official form of Sub-Bidder Update Statement. Copies of this form may be obtained from the awarding authority or from the DCAMM Web Site:
www.mass.gov/DCAMM/certification.
- If additional space is needed, please copy the appropriate page of this Sub-Bidder Update Statement and attach it as an additional sheet.

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Sub-Bidder Qualifications

- It is the awarding authority's responsibility to determine each responsible bidder. You must consider all of the information in the bidder's Sub-Bidder Update Statement in making this determination. Remember: this information was not available to the Division of Capital Asset Management and Maintenance at the time of certification.
- The Sub-Bidder's performance on the projects listed in Parts 1 and 2 must be part of your review. Contact the project references.
- Awarding Authorities are strongly encouraged to review the Sub-Bidder's entire certification file at the Division of Capital Asset Management and Maintenance, telephone (857) 204-1305 or via email at certification.DCamm@mass.gov for an appointment.

Correction of Errors and Omissions in Sub-Bidder Update Statements

Matters of Form: An awarding authority shall not reject a Sub-Bidder's bid because there are mistakes or omissions of form in the Sub-Bidder Update Statement submitted with the bid pursuant to M.G.L. c.149, §44D, provided the Sub-Bidder promptly corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 8.13(1)]

Correction of Other Defects: An awarding authority may, in its discretion, give a Sub-Bidder notice of minor defects and omissions as to form in the Sub-Bidder's Update Statement and provide an opportunity to correct its Sub-Bidder Update Statement. However, the Sub-Bidder shall not be allowed to make corrections to a Sub-Bidder Update Statement if material information about the Sub-Bidder was omitted from the Sub-Bidder Update Statement filed with the Sub-Bidder's bid. The Awarding Authority shall advise DCAMM of any material omissions in a Sub-Bidder's Update Statement. [810 CMR 8.13(2)]

PART 1 - COMPLETED PROJECTS

List All Public And Private Projects Of \$20,000 or more your company has completed since the date of application for your most recently issued (not extended or amended) Sub-Bidder Certificate Of Eligibility*.

| PROJECT TITLE & LOCATION | WORK CATEGORY | CONTRACT PRICE | START DATE | DATE COMPLETED |
|--------------------------|---------------|----------------|------------|----------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attach additional sheets if necessary

* If your company has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Sub-Bidder Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

| PROJECT TITLE | | COMPANY NAME | CONTACT PERSON | TELEPHONE | EMAIL ADDRESS |
|---------------|----------|--------------|----------------|-----------|---------------|
| | OWNER: | | | | |
| | DESIGNER | | | | |
| | GC: | | | | |
| | OWNER: | | | | |
| | DESIGNER | | | | |
| | GC: | | | | |
| | OWNER: | | | | |
| | DESIGNER | | | | |
| | GC: | | | | |
| | OWNER: | | | | |
| | DESIGNER | | | | |
| | GC: | | | | |
| | OWNER: | | | | |
| | DESIGNER | | | | |
| | GC: | | | | |
| | OWNER: | | | | |
| | DESIGNER | | | | |
| | GC: | | | | |

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? ☐ YES ☐ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☐ NO

If you have answered YES to either question, explain. _____

PART 2 – PROJECTS IN PROGRESS CONTRACTS

List all public and private projects of \$20,000 or more your company has under contract on this date regardless of when or whether the work commenced.

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|-----------------------------|------------------|-------------------------------------|------------------------------|-------------------|-------------------|--|
| PROJECT TITLE & LOCATION | WORK CATEGORY | START AND END DATES (MM/YYYY) | ON SCHEDULE (yes / no) | CONTRACT PRICE | % NOT COMPLETE | \$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6) |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

| PROJECT TITLE | | COMPANY NAME | CONTACT PERSON | TELEPHONE | EMAIL ADDRESS |
|---------------|----------|--------------|----------------|-----------|---------------|
| | OWNER: | | | | |
| | DESIGNER | | | | |
| | GC: | | | | |
| | OWNER: | | | | |
| | DESIGNER | | | | |
| | GC: | | | | |
| | OWNER: | | | | |
| | DESIGNER | | | | |
| | GC: | | | | |
| | OWNER: | | | | |
| | DESIGNER | | | | |
| | GC: | | | | |
| | OWNER: | | | | |
| | DESIGNER | | | | |
| | GC: | | | | |
| | OWNER: | | | | |
| | DESIGNER | | | | |
| | GC: | | | | |

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship? ☐ YES ☐ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☐ NO

If you have answered YES to either question, explain. _____

PART 3 - GENERAL PERFORMANCE

For Parts 3 and 4, if you answer YES to any question, please provide on a separate page a complete explanation. Information you provide herein must supplement the application for your most recently issued (not extended or amended) Sub-Bidder Certificate of Eligibility. You must report all requested information not previously reported on that application.

Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

| | YES | NO |
|---|--------------------------|--------------------------|
| 5A. Has your Company been terminated prior to completion of a Contract? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5B. Has your Company failed or refused to perform or complete any of its Scope of Work under any Contract prior to substantial completion? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5C. Has your Company and/or any principal, officer, or individual with a Financial Interest in your Company filed for bankruptcy? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5D. Has a surety for your Company taken over or been asked to complete your Scope of Work under any Contract? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5E. Has a payment or performance bond been invoked against your Company on any Contract? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5F. Has any surety for your Company made payment under a payment bond to a vendor or supplier or other party on any Contract? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5G. Has any subcontractor filed a demand for direct payment on any of your Contracts? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5H. Has a lawsuit been filed by any of your subcontractors or suppliers to enforce a mechanic's lien in connection with any of your Contracts? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5I. Has there been a death of any Company employee or other person in connection with (or as the result of) performing your Company's Scope of Work on any of your Contracts? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5J. Has any Company employee or other person suffered an injury while performing any tasks within the Scope of Work on any of your Contracts resulting in his/her inability to return to work for a period in excess of one year? | <input type="checkbox"/> | <input type="checkbox"/> |

PART 4 - Legal or Administrative Proceedings; Compliance with Laws

Please answer the following questions. Information must supplement all judicial and administrative proceedings involving bidder's company, which were instituted or concluded (adversely or otherwise) since your company's Application for your most recently issued (not extended or amended) Sub-Bidder Certificate of Eligibility. You must report all requested information not previously reported on that DCAMM Application.

The term "administrative proceeding" as used in this Sub-Bidder Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term "anyone with a financial interest in your company" as used in this Section "I", shall mean any person and/or entity with a 5% or greater ownership interest in the applicant's company.

If you answer YES to any question, on a separate page provide a complete explanation of each proceeding or action and any judgment, decision, fine or other sanction or result. Include all details (name of court or administrative agency, title of case or proceeding, case number, date action was commenced, date judgment or decision was entered, fines or penalties imposed, etc.).

| | YES | NO |
|--|--------------------------|--------------------------|
| 6.A. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to the procurement or performance of any of your Contracts? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.B. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal construction procurement laws? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.C. Have any criminal charges involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to the procurement or performance of any of your Contracts (e.g., fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records or receipt of stolen property)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.D. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of state ethics laws (in Massachusetts: M.G.L. Chapter 268A)? | <input type="checkbox"/> | <input type="checkbox"/> |

PART 4 - Legal or Administrative Proceedings; Compliance with Laws (continued)

| | YES | NO |
|--|--------------------------|--------------------------|
| 6.E. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker's compensation? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.F. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in hiring and/or employment? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.G. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled for violation of any state or federal law regulating labor relations, including collective bargaining agreements, employee welfare benefit plans, employee pension benefit plans, other ERISA and non-ERISA plans? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.H. Have any proceedings by a local, state, or federal agency been brought, concluded, or settled relating to decertification, debarment or suspension of your Company and/or any principal or officer or individual with a Financial Interest in your Company from construction contracting? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.I. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of state or federal environmental laws? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.J. Has your Company been fined or sanctioned by OSHA and/or any other state or federal agency for violations of any laws or regulations related to occupational health or safety? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.K. Has your Company ever (i) failed to meet applicable workforce and/or diversity program goals, benchmarks or other requirements, and/or (ii) been sanctioned, fined and/or penalized for non-compliance with workforce policies and/or diversity programs (e.g., for MBEs, WBEs, SDVOBEs and DBEs) and/or failure to maintain and/or submit required reports, such as certified payrolls. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.L. Other than previously reported in the above questions, have any Judicial Actions or Administrative Proceedings or investigations involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract? | <input type="checkbox"/> | <input type="checkbox"/> |

PART 5 - SUPERVISORY PERSONNEL

List all supervisory personnel who will be assigned to the project if your company is awarded the contract.

Attach the resume of each person listed below.

| NAME | TITLE OR FUNCTION |
|------|-------------------|
| | |
| | |
| | |
| | |

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your company's business organization (**including changes in ownership, mergers, or asset/stock sales**), financial condition or bonding capacity since the date your current Certificate of Eligibility was issued? ☐ Yes ☐ No

If YES, attach a separate page providing complete details.

PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE ALONG WITH CERTIFICATION SIGNATURE PAGE.

Attach here a copy of the list of completed construction projects which was submitted with your company's application for your most recently issued (not extended or amended) Sub-Bidder Certificate of Eligibility. The Attachment must include a complete copy of the entire Completed Projects spreadsheet and the final page Certification (Signature) Page of the online application, containing the signature and date the completed projects list was submitted to the Division of Capital Asset Management and Maintenance.

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the Town of Truro, hereinafter called "OWNER," acting herein through its Town Manager and doing business as (a corporation) (a limited liability company) (a partnership) (a joint venture) (an individual)* located in the (City) (Town)* of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

**TOWN OF TRURO, MASSACHUSETTS
NEW DEPARTMENT OF PUBLIC WORKS FACILITY**

hereinafter called the project, for the sum of _____ Dollars and _____ Cents (\$ _____) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at its own proper cost and expense to furnish superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to complete the said project in accordance with the conditions and prices stated in Section 00 41 13, FORM OF GENERAL BID, Section 00 72 00, GENERAL CONDITIONS, Section 00 73 00, SUPPLEMENTARY CONDITIONS, Section 00 73 73.13, STATE REGULATIONS, the plans, which include all maps, plates, drawings, blue prints, and the specifications and all other contract documents therefor as prepared by Weston & Sampson Engineers, Inc., including all bid documents

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be fixed in the written Notice to Proceed given by the OWNER to the CONTRACTOR and to fully complete the project within **822** consecutive days of the start date fixed in the Notice to Proceed. The CONTRACTOR further agrees to pay as liquidated damages the sum of **\$1,000** for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the Liquidated Damages provisions of Section 00 73 00 SUPPLEMENTARY CONDITIONS.

*Strike out inapplicable terms.

The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation, ancestry, or age; and that it shall take affirmative actions to insure that applicants are employed, and that

employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation, ancestry, age, or handicapped status.

The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Agreement and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

Subject to G.L. c.30, sec. 39K and/or sec. 39G and G.L. c.30, sec. 39F, as applicable, the OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Agreement, subject to additions and deductions, as provided in Section 00 72 00, GENERAL CONDITIONS, and to make payments on account thereof as provided in Section 00 72 00, GENERAL CONDITIONS and Section 00 73 00, SUPPLEMENTARY CONDITIONS

In accordance with the requirements of G.L. c.149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to submit, to the awarding authority on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned contractor agrees, in addition to any other remedies available to the awarding authority, to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

The Agreed upon DIRECT LABOR MARKUP (percentage) for Change Orders on this project shall be _____ percent.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

_____, Massachusetts
(Owner)

By _____

(Name)

(Title)

(Contractor)

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By _____
(Owner's Counsel)

(Name)

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor and that the _____ has been authorized to execute the Contract and approve all requisitions and change orders.

By _____
(Owner's Accountant)

(Name)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified and acting Secretary of
(Secretary of Corporation)
_____ and I further certify that a meeting of the Directors of said company,
(Name of Corporation)
duly called and held on _____, at which all members were present and voting, the
(Date of Meeting)
following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

Contractor's Certification

A Contractor will not be eligible for award of a contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Name of the General Contractor

certifies that it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

and _____

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Contractor

Date

Printed name of authorized representative of Contractor

Contractor's Certification (Continued)

CERTIFICATE OF NON-COLLUSION

The undersigned certifies 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 natural person, business, partnership, corporation, committee, union, club or other organization, entity, or group of individuals.

Signature_____

Date_____

Print Name & Title

Company Name

CERTIFICATE OF TAX COMPLIANCE

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

_____, authorized signatory for _____

Name of individual

Name of contractor

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

LABOR HARMONY AND OSHA TRAINING REQUIREMENTS

The undersigned certifies under penalties of perjury that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work **and** that all employees to be employed at the worksite and in the work will have completed an OSHA-approved construction safety and health course lasting at least ten (10) hours.

Signature_____

Date_____

Print Name & Title

Company Name

Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the General Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTOR'S CERTIFICATION

Name of the Subcontractor

certifies that it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

and _____

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Subcontractor

Date

Printed name of authorized representative of Subcontractor

END OF SECTION

SECTION 00 52 00.13

SUBCONTRACT FORM

THIS AGREEMENT MADE THIS ____ DAY OF _____, _____, by and between
(Month) (Year)
_____, a corporation organized and existing under the laws of _____,
an individual doing business as _____, hereinafter called the "Contractor," and
a corporation organized and existing under the laws of _____, an individual doing business
as _____, hereinafter called the "Subcontractor."

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

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

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore
described plans, specifications (including all general conditions stated therein) and addenda No.
, and ____, and ____, and to assume to the Contractor all the obligations and responsibilities that the
Contractor by those documents assumes to the _____

(Awarding Authority)

hereinafter called the "Awarding Authority," except to the extent that provisions contained therein
are by their terms or by law applicable only to the Contractor.

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

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

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

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

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

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

SEAL

ATTEST _____

(Name of Subcontractor)

By _____

SEAL

ATTEST _____

(Name of Contractor)

By _____

SECTION 00 61 13.13

PERFORMANCE BOND

KNOW EVERYONE BY THESE PRESENTS: That we _____
(Name of Contractor)
a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture, LLC or Individual)
_____ of _____, State of _____
(Surety) (City)
hereinafter called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the **Town of Truro**, Massachusetts, hereinafter called "Owner", in the penal sum of _____ Dollars and _____ Cents(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has entered into a certain contract with the Owner (the "Contract"), dated the _____ day of _____, 20____, which Contract is by reference made a part hereof, for the construction described as follows:

**TOWN OF TRURO
NEW DEPARTMENT OF PUBLIC WORKS FACILITY**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if it shall satisfy all claims and demands incurred under the Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the Owner has declared the Principal in default of the Contract or any provision thereof, or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work consistent with, and in conformance to, the Contract (collectively referred to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the Owner. The Owner need not terminate the Contract to declare a Contractor Default or to invoke its rights under this Bond, and Contractor hereby agrees not to assert any claims against Surety under any indemnity or similar agreements on the grounds that Surety has interfered with the Contract by fulfilling its obligations hereunder in the absence of a termination of said Contract.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of following steps: (1) arrange for

the Principal to perform and complete the work of the Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall reasonably decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Contract; (2) additional design, professional services, and legal costs, including attorney's fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligations of the Principal, if any, as provided in the Contract; and (5) liquidated damages as provided in the Contract, or if no such damages are specified, actual damages and consequential damages resulting from the Contractor Default or any default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

The Surety providing the Bond shall have a rating of A or better within Best's Key Rating Guide.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____.

ATTEST:

| | |
|-------------------------|--|
| _____ Principal | _____ Witness as to Principal Signature |
| By _____ Signature | _____ Name and Title |
| _____ Name and Title | _____ Address |
| _____ Address | _____ City and State |
| _____ City and State | (SEAL) |

ATTEST:

| | |
|--|---|
| _____ Surety | _____ Witness as to Surety Signature |
| By _____ Attorney-in-Fact Signature | _____ Name and Title |
| _____ Name and Title | _____ Address |
| _____ Address | _____ City and State |
| _____ City and State | (SEAL) |

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF SECTION

00 61 13.13-3
PERFORMANCE BOND

SECTION 00 61 13.16

PAYMENT BOND

KNOW EVERYONE BY THESE PRESENTS: That we _____
(Name of Contractor)
a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture, Limited Liability Company, or Individual)
_____ of _____, State of _____
(Surety) (City) (State)
hereinafter called "Surety" and licensed by the State Division of Insurance to do business under
the laws of the Commonwealth of Massachusetts are held and firmly bound to the **Town of Truro**,
Massachusetts, hereinafter called "Owner," in the penal sum of _____
_____ Dollars and _____
_____ Cents (\$_____) in lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal has
entered into a certain contract with the Owner (the "Contract"), dated the _____ day of _____
_____, 20____, which Contract is by reference made a part hereof, for the construction
described as follows:

**TOWN OF TRURO
NEW DEPARTMENT OF PUBLIC WORKS FACILITY**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of
the work provided for in such contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment
and tools, consumed or used in connection with the construction of such work, and all insurance
premiums on said work, and for all labor, performed in such work whether by subcontractor or
otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the Contract or to
the work to be performed thereunder or the specifications accompanying the same shall in any way
affect its obligation on this bond, and it does hereby waive notice of any such change, extension
of time, alteration or addition to the terms of this Contract or to the work or to the specifications.
The Surety Company providing the bond shall have a rating of A or better within the Best Key
Rating Guide.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____.

ATTEST:

| | |
|-------------------------|--|
| _____ Principal | _____ Witness as to Principal Signature |
| By _____ Signature | _____ Name and Title |
| _____ Name and Title | _____ Address |
| _____ Address | _____ City and State |
| _____ City and State | (SEAL) |

ATTEST:

| | |
|--|---|
| _____ Surety | _____ Witness as to Surety Signature |
| By _____ Attorney-in-Fact Signature | _____ Name and Title |
| _____ Name and Title | _____ Address |
| _____ Address | _____ City and State |
| _____ City and State | (SEAL) |

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF SECTION

00 61 13.16-2
PAYMENT BOND

DOCUMENT 00 63 25
SUBSTITUTION REQUEST FORM

Date Submitted: _____

Project: Town of Truro – New Department of Public Works Facility

To the Engineer: Weston & Sampson
100 Foxborough Boulevard
Foxborough, MA

Submitted By: Company Name: _____

.....
The Contractor proposes the following substitution in accordance with the requirements of the Contract Documents:

References: **Specification Section Number:** _____

Article / Paragraph / Subparagraph: _____

Drawing Number: _____

Detail Number: _____

Scope of Substitution: _____

Reason for Substitution: _____

Impact on Project Cost: Savings to Owner for accepting substitution: \$ _____

Impact on Project Schedule: ☐ None ☐ Yes [Add] [Deduct] # of Calendar Days _____

Impact on Related Work: ☐ None ☐ Yes - explain: _____

.....
List all Deviations from specified requirements: _____

Attach Additional Sheets if necessary to describe deviations

.....
Attachments: Attach supporting documentation sufficient for Engineer to evaluate substitution. Substitution Request Forms submitted without adequate documentation will be returned without review.

Attachments: ☐ Drawings ☐ Product Data ☐ Reports
☐ Samples ☐ Warranties ☐ Tests ☐ _____

In addition to specific product information, attachments shall address the following issues:

- Manufacturer's Name, Address and Phone Number.
- Point by point comparative with specified product.
- Age of product availability in US marketplace
- List of 3 Similar installations, include Project Name, A/E and A/E phone number

Response Date: List date by which response by Engineer is requested to maintain project schedule and allow sufficient time for inclusion of proposed substitution.

Requested Response Date *: _____

* shall be not less than 10 working days from date substitution request is received.

Contractor's Certification: The Contractor certifies substitution complies with the project requirements and with the General Conditions by initiating each line below:

Investigation: _____

Warranties and Guarantees: _____

Cost Data: _____

Coordination of Substitute: _____

Submitted by:

(company name & address)

Authorized Signature: _____

Notations listed below shall have the same meaning as on Engineer's review stamp. Clarifications to or changes in project schedule or time shall be processed using standard project forms.

Engineer's Response:

Approved: _____

Approved as Corrected: _____

Revise and Resubmit: _____

Rejected: _____

Returned without Review: _____

Remarks: _____

Date: _____

Signed: _____

SECTION 00 63 63
STATE REGULATIONS
ATTACHMENT D
CHANGE ORDERS

Policy:

This section supplements Article 11, Changes to the Contract, in the General Conditions and Supplementary Conditions.

All executed change orders submitted to the Engineer for review and processing must be prepared in accordance with the attached change order format (Appendix A) with the appropriate number of copies and all other supporting documentation necessary for evaluation. Failure to comply with these instructions will result in delays in processing the change order.

In order to avoid possible delays with approval of change orders, at the beginning of the project and as circumstances warrant, the Contractor shall submit a list of construction equipment, identifying major pieces of equipment to be utilized on the project. The list shall include the Contractor's designation, if any, the manufacturer, model, year of manufacture, serial number, size and horsepower of equipment. The Contractor shall also provide for approval a proposed bluebook equipment rental rate development that separately lists for each piece of equipment the monthly rental rate, area adjustment factor, depreciation factor, estimated operating cost per hour and total hourly rate. In the event the Contractor fails or is unable to provide appropriate rate information the Engineer may develop equipment rental rates for use on change orders.

Payment of Change Orders:

Payment of all change orders shall be in accordance with the relevant provisions of Massachusetts General Laws, Chapter 30, Section 39G for non-building construction and Section 39K for building construction as amended from time to time.

Payment of change orders shall be made in accordance with one of the following three methods:

- A. Existing unit prices as set forth in the contract; or
 - B. Agreed upon lump sum or unit prices; or
 - C. Time and materials
- A. Payment for work for which there is a unit price in the contract:

Where the contract contains a unit price for work and the Engineer orders a change for work of the same kind as other work contained in the contract and is performed under similar physical conditions, the Contractor shall accept full and final payment at the contract unit price(s) for the acceptable quantities. Under certain circumstances, the unit prices may be subject to revaluation and adjustment. See Article 13 in the Supplementary Conditions.

B. Payment for work or materials for which no price is contained in the contract:

If the Engineer directs, the Contractor shall submit promptly in writing to the Engineer an offer to do the required work on a lump sum or unit price basis, as specified by the Engineer. The stated price, either lump sum or unit price, shall be divided so as to show that it is the sum of:

1. The estimated cost of Labor, plus
2. Direct Labor Cost, plus
3. Material and Freight Costs, plus
4. Equipment Costs, plus
5. An amount not to exceed 15% of the sum of items 1 through 4 for overhead and profit, plus (if applicable),
6. In the case of work done by a subcontractor an amount not to exceed 5%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credits for work deleted from the contract, including actual costs of the deleted work plus the percentage of overhead, profit, bonds and insurance attributable to such credit amount.

C. Payment for work on a time and materials basis:

Unless an agreed lump sum and/or unit price is obtained as noted above and is so stated in the change price, the Contractor shall accept as full payment for which no agreement is contained in contract, an amount equal to:

1. The estimated cost of Labor, plus
2. The Direct Labor Costs, plus
3. Equipment Costs, plus
4. Material and Freight Costs, plus
5. An amount not to exceed 15% of the sum of items 1 through 4 for overhead and profit, plus, if applicable,
6. In the case of work done by a subcontractor an amount not to exceed 5%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credit for work deleted from the Contract, including actual costs of the deleted work plus the percentage of overhead, profit, bonds and insurance attributable to such credit amount.

Explanation of items 1 through 7 as outlined in "B" and "C" above:

1. Labor - Only those workers employed on the project who are doing the extra work, including the foreman in charge, are allowable. General foremen, superintendents, or other supervisory personnel are considered to be included in the overhead markup as provided in items 5 and/or 6. Hourly labor rates in excess of those as listed in the contract wage rates require documentation. As a minimum, an explanation and the appropriate copy of the certified payroll are required.
2. Direct Labor Costs - These costs are limited to those which are required in the contract document. Coverage in excess of the contract provisions, secured by the contractor/subcontractor(s) at his option, are ineligible. The following list of typical direct labor charges is provided for your assistance and is in no way intended to be complete or all encompassing:

Workman's Compensation

Federal/State: Social Security Tax and Unemployment Tax;

Health, Welfare and Pension Benefits; (this cost is included in the wage rates appearing in the Attachment A Massachusetts Wage Rates.

| | |
|----------------------|---|
| Liability insurance: | Bodily injury; excess umbrella; property damage; public liability |
|----------------------|---|

| | |
|---------------------|---|
| Blasters insurance: | If applied to any required direct labor costs |
|---------------------|---|

| | |
|--------------------------|---|
| Builders risk insurance: | If applied to any required direct labor costs |
|--------------------------|---|

| | |
|------------------------------------|---|
| Experience modification insurance: | If applied to any required direct labor costs |
|------------------------------------|---|

| | |
|-------------|---|
| Surcharges: | If applied to any required direct labor costs |
|-------------|---|

Following award and prior to execution of a construction contract, the Contractor and filed subbidders (where applicable) shall submit for review by the Owner, documentation to establish the markup percentage(s).

The documented direct labor markup for this contract may be adjusted on an annual basis as measured from the date the contract is executed. The contract agreement will provide for the establishment of the Direct Labor Cost percentage.

3. Material and Freight - Only those materials required as a result of the change order and reasonable freight charges for delivery of same are allowable.
4. Equipment - Only the equipment required as a result of the change order is allowable. Equipment rental rates shall be governed by the current EquipmentWatch, division of Intertec Publishing [Formerly Nielson/Dataquest] Rental Rate Bluebook for Construction Equipment (the "Bluebook"). In determining the rental rate the following shall apply:
 - a. For equipment already on the project - the monthly prorated rental rate by the hourly use shall be applicable;
 - b. For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the overhead markup as provided in items 5 and/or 6.

(1 Month (Normal Use) = 176 hours)

- 5.& 6. Overhead and Profit - All other costs not previously mentioned are considered to be included in this item, be it for the general contractor or subcontractor(s).
7. Credits - Work deleted, material and equipment removed from the contract, stored and/or returned shall be credited to the cost of the change order, less documented costs.

This change order will be prepared in such manner as to clearly separate Eligible and Ineligible Costs (as applicable to state-funded projects).

The Contractor shall furnish itemized statements of the cost of the work ordered and shall give the Engineer access to all accounts, bills and vouchers relating thereto; and unless the Contractor shall furnish such itemized statements, and access to all accounts, bills and vouchers, he shall not be entitled to payment for any items of extra work for which such information is sought by the Engineer.

APPENDIX A

CHANGE ORDER # _____
New Department of Public Works Facility
Truro, Massachusetts

Sheet ____ of ____

Date _____

Project No. _____

Change Order No. _____

Contract Amount (As Bid) \$ _____

Amount of Previous Change Orders \$ _____

Net Change in Contract Price (this Change Order) \$ _____

Total Adjusted Contract Price (including this Change Order) \$ _____

This Change Order extends the time to complete the work by ____ calendar days.

The extended completion date is _____.

This Change Order checked by: _____
Resident Representative Date

This Change Order is requested by: _____

This Change Order is recommended by:

Consultant Engineer P.E. # Date

The undersigned agree to the terms of the Change Order.

Contractor Date

Owner Date

Certification of Appropriation under M.G.L. c.44, s.31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____
Certification Officer (Auditor, Accountant, Treasurer) Date

CHANGE ORDER # _____ (continued)
New Department of Public Works Facility
Truro, Massachusetts

Sheet ____ of ____

Date _____

Project No. _____

Change Order No. _____

Owner's Name: _____

Owner's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Item 1:

Description of Change: _____

Reason for Change: _____

Backup Information: _____

Cost: \$ _____

Item 2

Description of Change: _____

Reason for Change: _____

Backup Information: _____

Cost: \$ _____

END OF SECTION

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Regs-ATT. D-Change Order.docx

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

| | Page |
|--|------|
| Article 1—Definitions and Terminology..... | 1 |
| 1.01 Defined Terms..... | 1 |
| 1.02 Terminology | 6 |
| Article 2—Preliminary Matters | 7 |
| 2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance..... | 7 |
| 2.02 Copies of Documents | 7 |
| 2.03 Before Starting Construction | 7 |
| 2.04 Preconstruction Conference; Designation of Authorized Representatives | 8 |
| 2.05 Acceptance of Schedules | 8 |
| 2.06 Electronic Transmittals | 8 |
| Article 3—Contract Documents: Intent, Requirements, Reuse | 9 |
| 3.01 Intent..... | 9 |
| 3.02 Reference Standards | 9 |
| 3.03 Reporting and Resolving Discrepancies | 10 |
| 3.04 Requirements of the Contract Documents..... | 10 |
| 3.05 Reuse of Documents | 11 |
| Article 4—Commencement and Progress of the Work | 11 |
| 4.01 Commencement of Contract Times; Notice to Proceed | 11 |
| 4.02 Starting the Work..... | 11 |
| 4.03 Reference Points | 11 |
| 4.04 Progress Schedule | 12 |
| 4.05 Delays in Contractor’s Progress | 12 |
| Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions | 13 |
| 5.01 Availability of Lands | 13 |
| 5.02 Use of Site and Other Areas..... | 14 |
| 5.03 Subsurface and Physical Conditions..... | 15 |
| 5.04 Differing Subsurface or Physical Conditions | 16 |

| | | |
|---|--|----|
| 5.05 | Underground Facilities..... | 17 |
| 5.06 | Hazardous Environmental Conditions at Site | 19 |
| Article 6—Bonds and Insurance..... | | 21 |
| 6.01 | Performance, Payment, and Other Bonds | 21 |
| 6.02 | Insurance—General Provisions..... | 22 |
| 6.03 | Contractor’s Insurance..... | 24 |
| 6.04 | Builder’s Risk and Other Property Insurance | 25 |
| 6.05 | Property Losses; Subrogation | 25 |
| 6.06 | Receipt and Application of Property Insurance Proceeds | 27 |
| Article 7—Contractor’s Responsibilities | | 27 |
| 7.01 | Contractor’s Means and Methods of Construction | 27 |
| 7.02 | Supervision and Superintendence | 27 |
| 7.03 | Labor; Working Hours | 27 |
| 7.04 | Services, Materials, and Equipment | 28 |
| 7.05 | “Or Equals” | 28 |
| 7.06 | Substitutes | 29 |
| 7.07 | Concerning Subcontractors and Suppliers..... | 31 |
| 7.08 | Patent Fees and Royalties..... | 32 |
| 7.09 | Permits | 33 |
| 7.10 | Taxes | 33 |
| 7.11 | Laws and Regulations..... | 33 |
| 7.12 | Record Documents..... | 33 |
| 7.13 | Safety and Protection | 34 |
| 7.14 | Hazard Communication Programs | 35 |
| 7.15 | Emergencies | 35 |
| 7.16 | Submittals | 35 |
| 7.17 | Contractor’s General Warranty and Guarantee | 38 |
| 7.18 | Indemnification | 39 |
| 7.19 | Delegation of Professional Design Services | 39 |
| Article 8—Other Work at the Site..... | | 40 |
| 8.01 | Other Work | 40 |
| 8.02 | Coordination | 41 |
| 8.03 | Legal Relationships..... | 41 |

| | |
|---|----|
| Article 9—Owner’s Responsibilities | 42 |
| 9.01 Communications to Contractor | 42 |
| 9.02 Replacement of Engineer | 42 |
| 9.03 Furnish Data | 42 |
| 9.04 Pay When Due..... | 42 |
| 9.05 Lands and Easements; Reports, Tests, and Drawings | 43 |
| 9.06 Insurance..... | 43 |
| 9.07 Change Orders | 43 |
| 9.08 Inspections, Tests, and Approvals..... | 43 |
| 9.09 Limitations on Owner’s Responsibilities | 43 |
| 9.10 Undisclosed Hazardous Environmental Condition..... | 43 |
| 9.11 Evidence of Financial Arrangements..... | 43 |
| 9.12 Safety Programs | 43 |
| Article 10—Engineer’s Status During Construction | 44 |
| 10.01 Owner’s Representative..... | 44 |
| 10.02 Visits to Site..... | 44 |
| 10.03 Resident Project Representative..... | 44 |
| 10.04 Engineer’s Authority | 44 |
| 10.05 Determinations for Unit Price Work | 45 |
| 10.06 Decisions on Requirements of Contract Documents and Acceptability of Work | 45 |
| 10.07 Limitations on Engineer’s Authority and Responsibilities | 45 |
| 10.08 Compliance with Safety Program..... | 45 |
| Article 11—Changes to the Contract | 46 |
| 11.01 Amending and Supplementing the Contract | 46 |
| 11.02 Change Orders | 46 |
| 11.03 Work Change Directives..... | 46 |
| 11.04 Field Orders..... | 47 |
| 11.05 Owner-Authorized Changes in the Work | 47 |
| 11.06 Unauthorized Changes in the Work..... | 47 |
| 11.07 Change of Contract Price | 47 |
| 11.08 Change of Contract Times..... | 49 |
| 11.09 Change Proposals..... | 49 |
| 11.10 Notification to Surety..... | 50 |

| | |
|--|----|
| Article 12—Claims..... | 50 |
| 12.01 Claims..... | 50 |
| Article 13—Cost of the Work; Allowances; Unit Price Work | 51 |
| 13.01 Cost of the Work | 51 |
| 13.02 Allowances | 55 |
| 13.03 Unit Price Work..... | 55 |
| Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work | 56 |
| 14.01 Access to Work..... | 56 |
| 14.02 Tests, Inspections, and Approvals..... | 56 |
| 14.03 Defective Work | 57 |
| 14.04 Acceptance of Defective Work..... | 58 |
| 14.05 Uncovering Work | 58 |
| 14.06 Owner May Stop the Work | 58 |
| 14.07 Owner May Correct Defective Work..... | 59 |
| Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period | 59 |
| 15.01 Progress Payments..... | 59 |
| 15.02 Contractor’s Warranty of Title | 62 |
| 15.03 Substantial Completion..... | 62 |
| 15.04 Partial Use or Occupancy | 63 |
| 15.05 Final Inspection | 64 |
| 15.06 Final Payment..... | 64 |
| 15.07 Waiver of Claims | 65 |
| 15.08 Correction Period..... | 66 |
| Article 16—Suspension of Work and Termination | 67 |
| 16.01 Owner May Suspend Work | 67 |
| 16.02 Owner May Terminate for Cause..... | 67 |
| 16.03 Owner May Terminate for Convenience..... | 68 |
| 16.04 Contractor May Stop Work or Terminate | 68 |
| Article 17—Final Resolution of Disputes | 69 |
| 17.01 Methods and Procedures..... | 69 |
| Article 18—Miscellaneous | 69 |
| 18.01 Giving Notice | 69 |
| 18.02 Computation of Times..... | 69 |

| | | |
|-------|-------------------------------|----|
| 18.03 | Cumulative Remedies | 70 |
| 18.04 | Limitation of Damages | 70 |
| 18.05 | No Waiver | 70 |
| 18.06 | Survival of Obligations | 70 |
| 18.07 | Controlling Law | 70 |
| 18.08 | Assignment of Contract..... | 70 |
| 18.09 | Successors and Assigns | 70 |
| 18.10 | Headings..... | 70 |

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

5.03 *Subsurface and Physical Conditions*

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

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

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

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. 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, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
 - 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS
TABLE OF CONTENTS

| <u>Article Number</u> | <u>Title</u> |
|---------------------------|--|
| 1 | DEFINITIONS AND TERMINOLOGY |
| 2 | PRELIMINARY MATTERS |
| 3 | CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE |
| 4 | COMMENCEMENT AND PROGRESS OF THE WORK |
| 5 | SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS |
| 6 | BONDS AND INSURANCE |
| 7 | CONTRACTOR'S RESPONSIBILITIES |
| 8 | OTHER WORK AT THE SITE |
| 9 | OWNER'S RESPONSIBILITIES |
| 10 | ENGINEER'S STATUS DURING CONSTRUCTION |
| 11 | CHANGES TO THE CONTRACT |
| 12 | CLAIMS |
| 13 | COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK |
| 14 | TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK |
| 15 | PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD |
| 16 | SUSPENSION OF WORK AND TERMINATION |
| 17 | FINAL RESOLUTION OF DISPUTES |
| 18 | MISCELLANEOUS |

SUPPLEMENTARY CONDITIONS

AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2018 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1. DEFINITIONS AND TERMINOLOGY

Delete the words "The individual or entity named as such in the Agreement" in 1.01.A.22 of the General Conditions, "Engineer", and insert the following in their place:

"The individual or entity duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly appointed representatives."

ARTICLE 2. PRELIMINARY MATTERS

SC-2.02

Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

"A. Owner shall furnish to Contractor **1** printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction."

SC-2.03

"Delete paragraph 2.03 A.3 of the General Conditions and replace with the following:

3. a preliminary Schedule of Values for each Lump Sum item listed in the Bid, which includes quantities and prices of items which when added together equal the Lump Sum Bid Price and subdivides the Lump Sum Bid item into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work."

SC-2.05

"Delete paragraph 2.05 A.3 of the General Conditions and replace with the following.

3. Contractor's Schedule of Values for Lump Sum Items will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Lump Sum Price to the component parts of the Work associated with the Lump Sum Item."

ARTICLE 3. CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.01

Add the following sentence at the end of Paragraph 3.01A of the General Conditions:

"...by all. Each and every provision of law and clause 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."

SC-3.03

Delete the last phrase of paragraph 3.03 A.3 of the General Conditions starting with "had", and substitute the following:

"knew or reasonably should have known thereof."

ARTICLE 4. COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01

Add a new paragraph immediately after paragraph 4.01A of the General Conditions which is to read as follows:

"B. Notwithstanding the time limitations provided in paragraph 4.01A, the OWNER may desire to commence the Contract Times later than the sixtieth day after the bid opening. The OWNER and CONTRACTOR, upon mutual agreement, may extend the commencement of the Contract Times to any date that they elect. OWNER must obtain CONTRACTOR's approval for extending the time beyond the dates/times stated in the Contract Documents."

SC-4.03

Add a new paragraph immediately after paragraph 4.03A of the General Conditions which is to read as follows:

"B. Engineer may check the lines, elevations and reference marks set by Contractor, and Contractor shall correct any errors disclosed by such check. Such a check shall

not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for construction of the entire Work in accordance with the Contract Documents. Contractor shall furnish personnel to assist Engineer in checking lines and grades."

SC-4.04

Add the following paragraph after paragraph 4.04B of the General Conditions:

"C. The Contractor's resident superintendent shall attend bi-weekly progress meetings at the site of the work with the Engineer and others as appropriate to review schedule status and such other pertinent subjects as may be listed on the agenda by the Engineer."

SC-4.05

Delete Article 4.05A in its entirety and replace with the following:

"A. The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Engineer on account of any delay in the commencement or performance of any of the work or any delay or suspension of any portion of the work, whether such delay is caused by the Owner, the Engineer, or otherwise except as provided for within the prevailing statutes. 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 the Contract Documents. The Contractor will under no circumstances be eligible for additional compensation on account of any delay even if an extension of time is granted by the Owner.

Add the following to the paragraph that follows 4.05E.5:

" Accumulating the amount of time required to complete a series of additional work items or delays and adding this time to the original Contract Time will not be considered justification for an extension of time. To justify an extension of Contract Time, the Contractor must prove clearly and convincingly that the critical path for construction has been impacted by circumstances beyond the control of the Contractor and that the CPM schedule cannot be revised to eliminate the need for the requested time extension."

Add the following new paragraphs after paragraph 4.05G of the General Conditions:

"4.06 Liquidated Damages:

A. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for completing the work. Such damages may be retained from time to time by the Owner from progress payments or any amounts owing to the Contractor, or otherwise collected.

- B. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- C. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein as definite and certain length of times if fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the Contractor shall not be charged with liquidated damages of any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
- 1) to any preference, priority or allocation order duly issued by the Government;
 - 2) to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
 - 3) to any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections C (1) and C (2) above;
- D. Provided, further, that the Contractor shall, within thirty (30) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter."

ARTICLE 5. SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03

Delete the term "Supplementary Conditions" of paragraph 5.03A of the General Conditions and replace it with "Contract Documents".

Delete the term "Supplementary Conditions" of paragraph 5.03C line 2 of the General Conditions and replace it with "Contract Documents".

SC-5.05

Delete the following words from line 3 of paragraph 5.05 F.1 of the General Conditions:

“...or was not shown or indicated with reasonable accuracy”

SC-5.06

Delete the term “Supplementary Conditions” in paragraph 5.06A of the General Conditions and replace it with “Contract Documents”.

Add the following to the first sentence of paragraph 5.06C:

“or unless Contractor caused or contributed to such Hazardous Environmental Condition.”

ARTICLE 6. BONDS AND INSURANCE

NOTICE TO CONTRACTOR:

1. Proof of Insurance coverage shall be furnished to the Owner in accordance with the schedule for submittal of Bonds and Agreements.
2. Additionally, refer to Article 2. PRELIMINARY MATTERS, Paragraph SC-2.01 B of the General Conditions.

SC-6.01

Insert these sentences following SC-6.01.A of the General Conditions:

“The Surety Company providing the bonds shall have a rating of A or better within the Best Key Rating Guide and be licensed by the **Massachusetts Division of Insurance**. The CONTRACTOR shall pay the premiums for such Bonds.”

SC-6.02

“Delete paragraph 6.02D of the General Conditions in its entirety.”

Add the following paragraph to paragraph 6.02N:

“The Contractor shall immediately stop work on the Project and shall not resume work until the Contractor provides evidence, to the Owner and Engineer, in the form of an acceptable insurance certificate, of new insurance coverage that replaces all cancelled coverage that is required for the Project.”

SC-6.03

Add the following paragraphs to SC-6.03B of the General Conditions:

- “6. If the aggregate limits of liability indicated in Contractor's insurance provided in accordance with paragraph 6.03 are not sufficient to cover all claims for damages arising from its operations under this Contract and from any other work performed by it or if the commercial general liability insurance policy of insurance does not provide that the general aggregate limits apply on a per project and per location basis, Contractor shall have the policy amended so that the aggregate limits of liability required by this Contract will be available to cover all claims for damages due to operations under this Contract.
7. Include by endorsement that the insurer shall waive all rights of subrogation in favor of the Owner, Engineer and any other party named in the written contract against whom the insurer must agree to waive rights of subrogation.”

Insert “railroad protective liability” in line 2 of paragraph 6.03C.

Insert “except employer’s liability” after the word “insureds” in line 1 of paragraph 6.03C.1.

Add the following paragraphs after 6.03C:

- “D. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

| Workers’ Compensation and Related Policies | Policy limits of not less than: |
|---|--|
| Workers’ Compensation | |
| State | Statutory |
| Applicable Federal (e.g., Longshoreman’s) | Statutory |
| Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable | Statutory |
| Jones Act (if applicable) * | |
| Bodily injury by accident—each accident | \$ N / A |
| Bodily injury by disease—aggregate | \$ N / A |
| Employer’s Liability | |
| Each accident | \$100,000 |
| Each employee | \$100,000 |
| Policy limit | \$500,000 |
| Stop-gap Liability Coverage*** | |
| For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker’s compensation or commercial general liability policy with a minimum limit of: | \$ N / A |

- E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10, CG 20 33 and CG 20 37 or insurer's endorsement offering similar coverage. If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 or insurer's endorsement offering similar coverage.
 8. Independent Contractors Coverage.

G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
6. Any limitation or exclusion based on the nature of Contractor’s work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. *Commercial General Liability—Minimum Policy Limits*

| Commercial General Liability | Policy limits of not less than: |
|---|--|
| General Aggregate | \$2,000,000 |
| Products—Completed Operations Aggregate | \$2,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Bodily Injury and Property Damage—Each Occurrence | \$1,000,000 |

I. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

J. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

| Excess or Umbrella Liability | Policy limits of not less than: |
|-------------------------------------|--|
| Each Occurrence | \$5,000,000 |
| General Aggregate | \$5,000,000 |

- K. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limits equivalent to those required in paragraph 6.03 after accounting for partial attribution of its limits to underlying policies, as allowed above.
- L. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

| Contractor's Pollution Liability | Policy limits of not less than: |
|---|--|
| Each Occurrence/Claim | \$2,000,000 |
| General Aggregate | \$2,000,000 |

- M. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

| Contractor's Professional Liability | Policy limits of not less than: |
|--|--|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$1,000,000 |

SC-6.04

"Add the following paragraphs after 6.04E:

- F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of **\$1,000,000**.
5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of **\$1,000,000**
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.

8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:
 - a. **Town of Truro, Massachusetts**
12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of **\$250,000**

"Delete paragraph 6.04B in its entirety."

SC-6.05

Amend the last sentence of paragraph 6.05A of the General Conditions by striking out the words "held by Owner or Contractor as trustee or fiduciary, or."

SC-6.07

Add the following paragraph 6.07 after paragraph 6.06 of the General Conditions:

"6.07 Owner's Objections to Contractor's Insurance Coverage

A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with this Article 6 on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing thereof within thirty days of the date of delivery of such certificates to Owner in accordance with paragraph 6.02D. Contractor will provide such additional information in respect of insurance provided by him as Owner may reasonably request."

ARTICLE 7. CONTRACTOR'S RESPONSIBILITIES

SC-7.02

Delete paragraph 7.02B of the General Conditions in its entirety and replace with the following:

"B. At the site of the Work the Contractor shall employ a full-time construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who will be continued in the capacity for the particular job involved unless the representative ceases to be on the Contractor's payroll. If at any time during the Work the representative is deemed by the Engineer to be no longer acceptable, the representative shall be promptly replaced by the Contractor. All communications to the superintendent or foreman shall be as binding as if given to the Contractor."

SC-7.08

Delete the second sentence in paragraph 7.08A of the General Conditions.

SC-7.13

In line 3 of paragraph 7.13G of the General Conditions change "Supplementary Conditions" to "Contract Documents".

SC-7.16

In paragraph 7.16C.1 of the General Conditions, delete the word "timely" from the first line.

In paragraph 7.16E.1.b of the General Conditions, delete the word "timely" from the first line.

SC-7.18

Change the phrase "negligent act or omission" to "negligent or wrongful act or omission" in line 11 of paragraph 7.18A of the General Conditions.

Add the following to the end of paragraph 7.18A of the General Conditions:

"The Contractor hereby acknowledges its obligation under the foregoing paragraph to indemnify the Engineer and Owner against judgments suffered because of the Contractor's work and to assume the cost of defending the Engineer and Owner against claims as described in the foregoing paragraph."

ARTICLE 9. OWNER'S RESPONSIBILITIES

SC-9.02

Delete the phrase "provided Contractor makes no reasonable objection to the replacement engineer" in paragraph 9.02A of the General Conditions.

SC-9.06

Delete paragraph 9.06A of the General Conditions in its entirety.

SC-9.09

Insert the following after the first sentence of paragraph 9.09A of the General Conditions:

“However, the Owner shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”

ARTICLE 10. ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.01

Add a new paragraph 10.01B after paragraph 10.01A of the General Conditions, which is to read as follows:

"B. Nothing contained in the Contract Documents shall be construed to create a contractual relationship of any kind (1) between the Engineer and Contractor, (2) between the Owner and a Subcontractor or Subcontractors, or (3) between any person or entities other than the Owner and Contractor. The Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of the Engineer's duties."

SC-10.02

Insert the following at the end of paragraph 10.02B of the General Conditions:

“However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”

SC-10.03

Delete the last sentence of paragraph 10.03B.

SC-10.07

Insert the following after the first sentence of paragraph 10.07B of the General Conditions:

“However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”

ARTICLE 13. COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

Delete Article 13 of the General Conditions in its entirety and replace with the following:

"A. The unit price of an item of Unit Price work shall be subject to reevaluation and adjustment under the following conditions:

- (1) If the total extended bid price [Estimated Quantity times the Bid Unit Price] of a particular item of Unit Price Work amounts to 5 percent or more of the Original Contract Price and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15 percent from the estimated quantity of such item indicated in the Agreement; and
- (2) If there is no corresponding adjustment with respect to any other item of work; and
- (3) If Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 12 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed. If Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner shall be entitled to an adjustment in the unit price in an amount determined by the Engineer. Engineer shall not be liable in connection with any determination relating to adjustments which is rendered in good faith."

ARTICLE 14. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.03

Delete the word "Prompt" at the beginning of paragraph 14.03C of the General Conditions.

SC-14.07

Revise paragraph 14.07A of the General Conditions as follows:

- A. Delete the word "seven" and replace it with the word "ten" so that it reads "after ten days' written notice to Contractor."

ARTICLE 15. PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01

Delete paragraph 15.01B.4 of the General Conditions and insert the following in its place:

- "4. Retainage with respect to progress payments will be five percent or, if stipulated, the maximum allowed by law."

Delete the word "immediate" from line 2 of subparagraph 15.01E.2 of the General Conditions.

Delete subparagraph 15.01E.3 of the General Conditions in its entirety.

SC-15.02

Delete paragraph 15.02A in its entirety and insert the following in its place:

"A. Contractor warrants and guarantees that title to all work, material and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than at the time of Application for Payment free and clear of all liens. Contractor shall provide written transfer of title and a certified paid invoice provided by the supplier."

SC-15.03

Delete the third sentence of paragraph 15.03C of the General conditions and replace it with the following:

"Owner shall review the preliminary certificate and make written objection to Engineer as to any provisions of the certificate or attached punch list."

In the same paragraph, delete the phrase "within 14 days after submission of the preliminary certificate to Owner" in the fourth sentence; delete the phrase "within said 14 days" in the fifth sentence.

SC-15.06

Delete from lines 5 and 6 of paragraph 15.06B of the General Conditions the phrase "within 10 days after receipt of the final Application for Payment," in the first sentence.

SC-15.08

Delete paragraph 15.08A of the General Conditions and insert the following in its place:

"A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions: (i) correct such defective work, or, if it has been rejected by Owner, remove it from the site and replace it with work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other work or the work of others therefrom. If Contractor does not begin the repairs within ten (10) days of receipt of written notification and promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk, loss or damage, Owner may have the defective work corrected or the rejected work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor."

ARTICLE 16. SUSPENSION OF WORK AND TERMINATION

SC-16.02

Add a new paragraph immediately after paragraph 16.02 A.4 of the General Conditions which is to read as follows:

"5. If the Work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet, without the previous written consent of Owner, or if the contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified."

ARTICLE 18. MISCELLANEOUS

SC-18.08

Replace paragraph 18.08A with the following:

"A. The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder until thirty (30) days prior notice in writing has been given to the Owner of the intention to assign, which notice shall state the identity and address of the prospective assignee. No assignment shall be made without the Owner's prior written consent. Such consent shall not be unreasonably withheld. In case the Contractor assigns all or any part of the moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract."

SC-18.11, 18.12, 18.13, 18.14

Add the following new paragraphs after paragraph 18.10 of the General Conditions:

"18.11 Liability

It is understood and agreed that members of the Owner or any agent or employees of the Owner signing this Agreement shall not be personally liable hereunder for any action incurred in connection with this Agreement.

18.12 State Statutes and Regulations

See Section 00830 of these Specifications for further modifications of the General Conditions due to state statutes and regulations.

18.13 Severability

If any provision of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement and of such terms and conditions, except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law."

END OF SECTION

SECTION 00 73 73.13

STATE STATUTES AND REGULATIONS COMMONWEALTH OF MASSACHUSETTS

A. REVISIONS TO GENERAL CONDITIONS

1. Definitions
2. Subsurface Conditions Found Different
3. Proprietary Specifications
4. Substitutions and “Or Equals” – Contractor’s Expense
5. Subcontracting
6. Permits
7. Massachusetts Sales and Use Tax
8. Contractor Records
9. Engineer’s Decisions on Requirements of Contract Documents and Acceptability of Work
10. Change of Contract Price
11. Payments
12. Suspension of Work and Termination
13. Special Requirements for Hazardous Wastes Contracts
14. Labor Classifications and Prevailing Wage Rates
15. Contractor’s Surety

B. OTHER REGULATORY REQUIREMENTS

1. Working Hours
2. Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program
3. DEP Community Sound Level Criteria
4. OSHA 10 Hour Certification Requirements

ATTACHMENT A – Prevailing Wage Rates (See Section 00 43 43)

ATTACHMENT B (See Section 00 73 73.43)

Excerpts from Chapter 149, Chapter 30 and Chapter 82 of the Massachusetts General Law

ATTACHMENT C1 – see Section 00 73 73.16

The Commonwealth of Massachusetts Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.

ATTACHMENT D (See Section 00 63 63)

Change Orders

A. REVISIONS TO GENERAL CONDITIONS:

1. Definitions

The term "Awarding Authority," as used herein, shall be considered to be synonymous with the term "Owner," described in definition 1.01 A.30.

Delete definition 1.01 A.42 entitled "Substantial Completion" in the General Conditions in its entirety and insert the following in its place:

"Substantial Completion shall be interpreted in accordance with Massachusetts General Law (MGL) c. 30, §39G or 39K as appropriate."

2. Subsurface Conditions Found Different

Add the following sentence to the end of paragraph 5.04A of the General Conditions:

"...to do so. Adjustments resulting from subsurface or latent physical conditions will be in accordance with MGL c. 30, §39N."

3. Proprietary Specifications

Revise the third sentence of Paragraph 7.05A of the General Conditions to read as follows:

"Unless the specification indicates that a proprietary item is called for, other items of material or equipment or material or equipment of other suppliers may be submitted to Engineer for review under the circumstances described below, and in accordance with MGL c. 30, §39M."

4. Substitutions and "Or Equals" – Contractor's Expense

Insert the following at the beginning of Paragraphs 7.05B and 7.06E of the General Conditions:

"Except as required by and indicated in the specifications and contract documents pursuant to MGL. c. 149, §44F,".

5. Subcontracting

Add the following language at the end of paragraph 7.06J of the General Conditions:

", except as required otherwise by MGL c. 149, §44F, for Work governed by MGL c. 149, §44A through 44H."

6. Permits

Delete paragraph 7.09A of the General Conditions in its entirety and insert the following in its place:

"A. Unless otherwise provided for in Section 00 31 43 PERMITS, the Awarding Authority shall be responsible for identifying and obtaining all federal, state, and local permits required by the nature and location of construction, including but not limited to railroad permits, building construction permits, and permits for street and highway cuts and openings. Contractor shall be responsible for obtaining all permits required of its equipment, work force, or particular operations (such as blasting) in the performance of the Work and not otherwise specified to be obtained by the Awarding Authority. These permit fees shall be paid by Contractor. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of bids, or, if there are no Bids, on the Effective Date of the Agreement."

7. Massachusetts Sales and Use Tax

Add the following paragraph after paragraph 7.10A of the General Conditions:

"B. The materials and supplies to be used by the Contractor in the Work of this Contract are exempt from the Sales and Use Tax of the Commonwealth of Massachusetts. The Awarding Authority tax exemption certificate number will be furnished to the Contractor."

8. Contractor Records

Add a new paragraph immediately after paragraph 7.11C of the General Conditions, which is to read as follows:

"D. The Contractor shall comply with all applicable provisions Chapter 30, Section 39R of the Massachusetts General Laws regarding, Contractor's records."

9. Engineer's Decisions on Requirements of Contract Documents and Acceptability of Work

Add the following language at the end of paragraph 10.06A of the General Conditions:

"The Engineer's interpretation will be made in accordance with the requirements of MGL c. 30, §39P."

10. Change of Contract Price

Delete paragraphs 11.07, 13.01, 13.02 and 13.03 of the General Conditions, having to do with Change of Contract Price. Changes in contract price will be governed by the section called "Change Orders," in Section 00 63 63 and Article 13 in the Supplementary Conditions.

11. Payments

Add the following paragraph after Paragraph 15.01B.4 of the General Conditions:

“5. The Contractor shall submit Weekly Payroll Records Report and Statement of Compliance verifying compliance with the Minimum Prevailing Wage Law, MGL c. 149, §26-27H. These Statements of Compliance shall be submitted as a condition of payment for work performed during the period the reports apply.”

Delete paragraph 15.01C.1 of the General Conditions in its entirety and insert the following in its place:

“1. Progress Payments will be made in accordance with MGL c. 30, §39G, or §39K, as applicable.”

Delete paragraph 15.01D.1 of the General Conditions in its entirety and replace it with the following:

“1. Payment shall be made in accordance with MGL c. 30, §39G, or §39K, as applicable.”

Add the following new paragraph following paragraph 15.01D.1 of the General Conditions:

“2. The Contractor shall make payments to Subcontractors in accordance with the requirements of MGL c. 30, §39F.”

Delete paragraph 15.06B of the General Conditions in its entirety and insert the following in its place:

"Engineer's Review of Final Application and Recommendation of Payment: If, on the basis of the Engineer's observation of the Work during construction and final inspection and, upon the Engineer's review of the final Application for Payment and accompanying documentation, the Engineer is satisfied that the Work has been completed and that the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer will indicate in writing its recommendation of payment and present the Application to the Awarding Authority for payment. Thereupon the Engineer will give written notice to the Awarding Authority and the Contractor that the Work is acceptable subject to the provisions of paragraph 15.07. Otherwise, the Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment. In such case the Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, the Awarding Authority shall in accordance with the applicable provisions of the Massachusetts General Laws, make payment to the Contractor."

Delete paragraph 15.06E of the General Conditions in its entirety and replace it with the following:

“1. Payment shall be made in accordance with MGL c. 30, §39G, or §39K, as applicable.”

12. Suspension of Work and Termination

Delete paragraph 16.01A of the General Conditions in its entirety and insert the following in its place:

"A. The Awarding Authority may order, at any time and without cause, the Contractor to suspend or delay the Work in accordance with MGL c. 30, §39O."

13. Special Requirements for Hazardous Wastes Contracts

Add the following at the end of the first sentence of Paragraph 18.14 of the General Conditions:

“, and to the “Rules and Regulations for the Prevention of Accidents in Construction Operations Chapter 454 CMR (Code of Massachusetts Regulations) 10.00 et seq.”

14. Labor Classifications and Prevailing Wage Rates

Add the following paragraphs under the heading "Prevailing Wage Rates" after paragraph 18.14 of the Supplementary Conditions:

"18.15 Prevailing Wage Rates

- A. Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provisions of MGL c. 149, §26-27H apply to this project. A copy of the wage schedule is included in Section 00 43 43. If, after the Notice of Award, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rates as shall be determined by the Director. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the Awarding Authority of its intention to employ persons in trades or occupations not classified in the wage determinations as soon as possible in order to allow sufficient time for the Awarding Authority to obtain approved rates for such trades or occupations.
- B. The schedule of wages referred to above are minimum rates only, and the Awarding Authority will not consider any claims for additional compensation made by Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in the Contract.

- C. The said schedule of wages shall continue to be the minimum rates to be paid during the life of this Agreement, except in the case of the duration of this Agreement exceeding one year, when the Contractor will be responsible for requesting and obtaining updated prevailing wage rates from the Owner before the one-year anniversary of the project's start date, and a legible copy of said schedule shall be kept posted in a conspicuous place at the site of the Work.
- D. Contractor and subcontractors shall submit a copy of weekly payroll records to the Awarding Authority and the Awarding Authority shall retain the records for a minimum of three years."

15. Contractor's Surety

Add the following sentences at the end of paragraph 6.01A:

"The Surety Company providing the bonds shall have a rating of A or better within the Best Key Rating Guide and be licensed by the Massachusetts Division of Insurance. The Contractor shall pay the premiums for such Bonds."

B. OTHER REGULATORY REQUIREMENTS:

1. Working Hours

No laborer, workman, mechanic, foreman, or inspector, working within the Commonwealth, in the employ of the Contractor, subcontractor, or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency.

2. Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program.

The Contractor shall abide by the Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program, which is attached in its entirety on pages 00 73 73.16.

3. DEP Community Sound Level Criteria

The Community Sound Level Criteria as established by the Commonwealth of Massachusetts' Department of Environmental Protection (DEP) must be conformed to prior to the Awarding Authority's acceptance of the structure. The following sound level criteria must be met at the construction site:

- A. The increase in the broadband noise level shall not be in excess of ten (10) dB(A) above ambient at the station boundary. The ambient level is defined as the A-weighted noise level that is exceeded ninety (90) percent of the time measured during the period in question.

- B. The primary noise source(s) shall not produce a puretone condition. Puretone is any given octave band center frequency that exceeds the two adjacent center frequencies by three (3) or more decibels.
4. OSHA 10 Hour Certification Requirements

All employees of the Contractor who work at the jobsite must have received OSHA 10 Hour safety training, and have proof, at the jobsite, of being certified by OSHA as having received the training. The Contractor must provide written proof (copy of OSHA card each employee is required to carry is preferred) of this certification for every employee with submission of the first certified payroll report for each employee.

END OF SECTION

SECTION 00 73 73.16

THE COMMONWEALTH OF MASSACHUSETTS

SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION
AND AFFIRMATIVE ACTION PROGRAM

I. Definitions

For purposes of this contract,

“Minority” means a person who meets one or more of the following definitions:

- (a) American Indian or Native American means: all persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization.
- (b) Asian means: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands.
- (c) Black means: All persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.
- (d) Eskimo or Aleut means: All persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.
- (e) Hispanic means: All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

“State construction contract” means a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building or capital facility, or a contract for the construction, reconstruction, alteration, remodeling or repair of a public work undertaken by a department, agency, board, or commission of the commonwealth.

“State assisted construction contract” means a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building or capital facility undertaken by a political subdivision of the commonwealth, or two or more political subdivisions thereof, an authority, or other instrumentality and whose costs of the contract are paid for, reimbursed, grant funded, or otherwise supported, in whole or in part, by the commonwealth.

II. Equal Opportunity, Non-Discrimination and Affirmative Action

During the performance of this Contract, the Contractor and all subcontractors (hereinafter collectively referred to as “the Contractor”) for a state construction contract or a state assisted construction contract, for him/herself, his/her assignees and successors in interest, agree to

comply with all applicable equal employment opportunity, non-discrimination and affirmative action requirements, including but not limited to the following:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability, shall not discriminate in the selection or retention of subcontractors, and shall not discriminate in the procurement of materials and rentals of equipment.

The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship or on-the-job training opportunity. The Contractor shall comply with the provisions of chapter 151B of the Massachusetts General Laws, as amended, and all other applicable anti-discrimination and equal opportunity laws, all of which are herein incorporated by reference and made a part of this Contract.

The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151B).

In connection with the performance of work under this contract, the Contractor shall undertake, in good faith, affirmative action measures to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. Such affirmative action measures shall entail positive and aggressive measures to ensure non-discrimination and to promote equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, apprenticeship and on-the-job training programs. A list of positive and aggressive measures shall include, but not be limited to, advertising employment opportunities in minority and other community news media; notifying minority, women and other community-based organizations of employment opportunities; validating all job specifications, selection requirements, and tests; maintaining a file of names and addresses of each worker referred to the Contractor and what action was taken concerning such worker; and notifying the administering agency in writing when a union with whom the Contractor has a collective bargaining agreement has failed to refer a minority or woman worker. These and other affirmative action measures shall include all actions required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. One purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Commonwealth public construction projects.

III. Minority and Women Workforce Participation

Pursuant to his/her obligations under the preceding section, the Contractor shall strive to achieve on this project the labor participation goals contained herein. Said participation goals shall apply in each job category on this project including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers and those classes of work enumerated in Section 44F of Chapter 149 of the Massachusetts General Laws. The participation goals for this project shall be 15.3% for minorities and 6.9% for women. The participation goals, as set forth herein, shall not be construed as quotas or set-asides; rather, such participation goals will be used to measure the progress of the Commonwealth's equal opportunity, non-discrimination and affirmative action program. Additionally, the participation goals contained herein should not be seen or treated as a floor or as a ceiling for the employment of particular individuals or group of individuals.

IV. Liaison Committee

At the discretion of the agency that administers the contract for the construction project there may be established for the life of the contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering the contract for the construction project, hereinafter called the administering agency, a representative from the Office of Affirmative action, and such other representatives as may be designated by the administering agency.

The Contractor (or his/her agent, if any, designated by him/her as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

V. Reports and Records

The Contractor shall prepare projected workforce tables on a quarterly basis when required by the administering agency. These shall be broken down into projections, by week, of workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also, when updated, to the administering agency and the Liaison Committee when required.

The Contractor shall prepare weekly reports in a form approved by the administering agency, unless information required is required to be reported electronically by the administering agency, the number of hours worked in each trade by each employee, identified as woman, minority, or non-minority. Copies of these shall be provided at the end of each such week to the administering agency and the Liaison Committee.

Records of employment referral orders, prepared by the Contractor, shall be made available to the administering agency on request.

The Contractor will provide all information and reports required by the administering agency on instructions issued by the administering agency and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the administering agency to effect the employment of personnel. This provision shall apply only to information pertinent to the Commonwealth's supplementary non-discrimination, equal opportunity and access and opportunity contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering agency and shall set forth what efforts he has made to obtain the information.

VI. Access to Work Site

A designee of the administering agency and a designee of the Liaison Committee shall each have a right to access the work site.

VII. Solicitations for Subcontracts, and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and equal opportunity.

VIII. Sanctions

Whenever the administering agency believes the General or Prime Contractor or any subcontractor may not be operating in compliance with the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151B), the administering agency may refer the matter to the Massachusetts Commission Against Discrimination ("Commission") for investigation.

Following the referral of a matter by the administering agency to the Massachusetts Commission Against Discrimination, and while the matter is pending before the MCAD, the administering agency may withhold payments from contractors and subcontractors when it has documentation that the contractor or subcontractor has violated the Fair Employment Practices Law with respect to its activities on the Project, or if the administering agency determines that the contractor has materially failed to comply with its obligations and the requirements of this Section. The amount withheld shall not exceed a withhold of payment to the General or Prime Contractor of 1/100 or 1% of the contract award price or \$5,000, whichever sum is greater, or, if a subcontractor is in non-compliance, a withhold by the administering agency from the General Contractor, to be assessed by the General Contractor as a charge against the subcontractor, of 1/100 or 1% of the subcontractor price, or \$1,000 whichever sum is greater, for each violation of the applicable law or contract requirements. The total withheld from any one General or Prime Contractor or subcontractor on a Project shall not exceed \$20,000 overall. No withhold of payments or investigation by the Commission or its agent shall be initiated without the administering agency providing prior notice to the Contractor.

If, after investigation, the Massachusetts Commission Against Discrimination finds that a General or Prime Contractor or subcontractor, in commission of a state construction contract or state-assisted construction contract, violated the provisions of the Fair Employment Practices Law, the administering agency may convert the amount withheld as set forth above into a permanent sanction, as a permanent deduct from payments to the General or Prime Contractor or subcontractor, which sanction will be in addition to any such sanctions, fines or penalties imposed by the Massachusetts Commission Against Discrimination:

No sanction enumerated under this Section shall be imposed by the administering agency except after notice to the General or Prime Contractor or subcontractor and an adjudicatory proceeding, as that term is used, under Massachusetts General Laws Chapter 30A, has been conducted.

IX. Severability

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

X. Contractor's Certification

A bidder for a state construction contract or state assisted construction contract will not be eligible for award of the contract unless such bidder has submitted to the administering agency the following certification, which will be incorporated into the resulting contract:

CONTRACTOR'S CERTIFICATION

_____ certifies that they:
(Contractor Name)

1. Will not discriminate in their employment practices;
2. Intend to use the following listed construction trades in the work under the contract

_____ ; and

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Are in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agree to comply with all provisions contained herein.

(Signature of authorized representative of Contractor)

Date

(Printed name of authorized representative of Contractor)

XI. Subcontractor Requirements

Prior to the award of any subcontract for a state construction contract or a state assisted construction contract, regardless of tier, the Prime or General Contractor shall provide all prospective subcontractors with a complete copy of this Section entitled "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" and will incorporate the provisions of this Section by reference into any and all contracts or work orders for all subcontractors providing work on the Project. In order to ensure that the said subcontractor's certification becomes a part of all subcontracts under the prime contract, the Prime or General Contractor shall certify in writing to the administering agency that it has complied with the requirements as set forth in the proceeding paragraph.

ATTACHMENT B

Excerpts from Chapters 30, 82 and 149 of the Massachusetts General Laws

***NOTICE** - These are **NOT** the official versions of the Massachusetts General Laws (MGL). While reasonable efforts have been made to assure the accuracy of the excerpts provided, do not rely on this information without first checking the Official Edition of the MGL. If you are in need of legal advice or counsel, consult a lawyer. These excerpts include amendments to the General Laws passed before July 31, 2024. For laws enacted since that time, see the 2024 and 2025 Session Laws.*

CERTAIN EXCERPTS FROM THE MASSACHUSETTS GENERAL LAWS ARE APPLICABLE TO CONSTRUCTION CONTRACTS. ATTENTION IS DIRECTED TO THE FOLLOWING SECTIONS OF CHAPTER 149 AS AMENDED.

Section 25. LODGING, BOARD AND TRADE OF PUBLIC EMPLOYEES; STATUTE PART OF EMPLOYMENT CONTRACT.

"Every employee in public work shall lodge, board, and trade where and with whom he elects; and no person or his agents or employees under contract with the commonwealth, a county, city or town, or with a department, board, commission or officer acting therefor, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the contract for such employment."

Section 26. PUBLIC WORKS; PREFERENCE TO VETERANS AND CITIZENS; WAGES.

"In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town, authority or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are veterans as defined in clause Forty-third of section 7 of chapter 4 and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect..."

Section 34. PUBLIC CONTRACTS; STIPULATION AS TO HOURS AND DAYS OF WORK; VOID CONTRACTS.

"Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid..."

Section 34A. CONTRACTS FOR PUBLIC WORKS; WORKERS' COMPENSATION INSURANCE; BREACH OF CONTRACT; ENFORCEMENT AND VIOLATION OF STATUTE.

"Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid

stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice..."

Section 34B. CONTRACTS FOR PUBLIC WORKS; WAGES FOR RESERVE POLICE OFFICER.

"Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town."

Whenever general bids are invited for a contract subject to Section 44A, the following provision applies:

Section 44E. FILING OF BIDS; FORMS; MODULAR BUILDINGS. Second paragraph of subdivision (2), clause E.

"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."

For projects estimated to cost more than \$25,000, the following provision applies to sub-bidders:

Section 44F. PLANS AND SPECIFICATIONS; SUB-BIDS; FORM; CONTENTS. First paragraph of clause I of subdivision (2) of section 44F.

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

Section 44G. ALLOWANCES; ALTERNATES; WEATHER PROTECTION DEVICES.

"(A) "Allowance" as used herein means a sum of money covering one or more items of labor or labor and materials which is designated in bid documents and which general bidders are required to use in computing their bids. The use of such allowances shall be prohibited in the award of any contract subject to the provisions of section forty-four A. Whenever the designer is unable to supply specifications for any item prior to the solicitation of bids, such item shall not be included in any contract subject to the provisions of section forty-four A. The awarding authority shall solicit bids for every such item separately pursuant to the provisions of section forty-four A after specifications for that item are prepared.

(B) Every alternate contained in the form for general bids shall be listed in a numerical sequence in order of priority. When the awarding authority decides to consider alternates in determining the lowest eligible and responsible bidder, the awarding authority shall consider the alternates in descending numerical sequence, such that no single alternate shall be considered unless every alternate preceding it on the list has been added to or subtracted from the base bid price.

(C) The use of options other than alternates in bid documents or bid forms subject to section forty-four A shall be prohibited under all circumstances.

(D) Every contract subject to section forty-four A shall include specifications for the installation of weather protection and shall require that the contractor shall install the same and that he shall furnish adequate heat in the area so protected during the months of November through March. Standards for such specifications shall be established by the commissioner or his designee.”

Section 44J. INVITATIONS TO BID; NOTICE; CONTENTS; VIOLATIONS; PENALTY.

"(1) No public agency or authority of the commonwealth or any political subdivision thereof shall award any contract for which competitive bids are required pursuant to section forty-four A of this chapter or section thirty-nine M of chapter thirty, or for which competitive proposals are required pursuant to subsection (4) of section forty-four E of this chapter or section eleven C of chapter twenty-five A, unless a notice inviting bids or proposals therefor shall have been posted no less than one week prior to the time specified in such notice for the receipt of said bids or proposals in a conspicuous place in or near the offices of the awarding authority, and shall have remained posted until the time so specified, and unless such notice shall also have been published at least once not less than two weeks prior to the time so specified in the central register published by the secretary of state pursuant to section twenty A of chapter nine and in a newspaper of general circulation in the locality of the proposed project, and on the COMMBUYS system administered by the operational services division. Said notice shall also be published at such other times and in such other newspapers or trade periodicals as the commissioner of capital asset management and maintenance may require, having regard to the locality of the work involved.

(2) Said notice shall specify the time and place where plans and specifications of the proposed work may be had; the time and place of submission of general bids; and the time and place for opening of the general bids. For contracts subject to the provisions of section forty-four A to H, inclusive, of this chapter, said notice shall also specify the time and place for submission of filed sub-bids, where required pursuant to section forty-four F; and the time and place for opening of said filed sub-bids.

Said notice shall also provide sufficient facts concerning the nature and scope of such project, the type and elements of construction, and such other information as will assist applicants in deciding to bid on such contract.

(3) No contract or preliminary plans and specifications shall be split or divided for the purpose of evading the provisions of this section.

(4) General bids and filed sub-bids for any contract subject to this section shall be in writing and shall be opened in public at the time and place specified in the posted or published notice, and after being so opened shall be open to public inspection.

(5) The provisions of this section shall not apply to any transaction between the commonwealth and any public service corporation.

(6) The provisions of this section may be waived in cases of extreme emergency involving the health and safety of the people and their property, upon the written approval of said commissioner. The written approval shall contain a description of the circumstances and the reasons for the commissioner's determination.

(7) Whoever violates any provision of this section shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state prison for not more than three years or in a jail or house of correction for not more than two and one-half years, or by both said fine and imprisonment; and in the event of final conviction, said person shall be incapable of holding any office of honor, trust or profit under the commonwealth or under any county, district or municipal agency.

Each and every person who shall cause or conspire to cause any contract or preliminary plans and specifications to be split or divided for the purpose of evading the provisions of this section shall forfeit and pay to the commonwealth, a political subdivision thereof or other awarding authority subject to this section, the sum of not more than five thousand dollars and, in addition, such person or persons shall pay, apportioned among them, double the amount of damages

which the commonwealth or political subdivision thereof or other awarding authority may have sustained by reason of the doing of such act, together with the costs of the action.

(8) If an awarding authority rejects all general bids or does not receive any general bids, and advertises for a second opening of general bids with the original filed sub-bids as set forth in subsection (1) of section forty-four E the notice for receipt of such general bids may be published in the central register and elsewhere as required not less than one week prior to the time specified for such second opening of general bids.

(9) No request for proposals or invitation for bids issued under sections 38A ½ to 38O, inclusive, of chapter 7, section 11C of chapter 25A, section 39M of chapter 30, this section and sections 44A to 44H, inclusive, shall be advertised if the awarding authority's cost estimate is greater than 1 year old."

Attention is directed to the following sections of Chapter 30 of the General Laws of Massachusetts as amended to date.

Section 38A. PRICE ADJUSTMENT CLAUSE IN CONTRACTS FOR ROAD, BRIDGE, WATER AND SEWER PROJECTS AWARDED UNDER SEC. 39M

"Contracts for road and bridge projects awarded as a result of a proposal or invitation for bids under section 39M shall include a price adjustment clause for each of the following materials: fuel, both diesel and gasoline; asphalt; concrete; and steel. Contracts for water and sewer projects awarded as a result of a proposal or invitation for bids under said section 39M shall include a price adjustment clause for fuel, both diesel and gasoline; liquid asphalt; and portland cement contained in cast-in-place concrete. A base price for each material shall be set by the awarding authority or agency and shall be included in the bid documents at the time the project is advertised. The awarding authority or agency shall also identify in the bid documents the price index to be used for each material. The price adjustment clause shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus 5 per cent."

Section 39F. CONSTRUCTION CONTRACTS; ASSIGNMENT AND SUBROGATION; SUBCONTRACTOR DEFINED; ENFORCEMENT OF CLAIM FOR DIRECT PAYMENT; DEPOSIT; REDUCTION OF DISPUTED AMOUNTS.

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

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

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

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the

subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

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

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

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

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

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

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

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

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

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

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

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction."

Section 39G. COMPLETION OF PUBLIC WORKS; SEMI-FINAL AND FINAL ESTIMATES; PAYMENTS; EXTRA WORK; DISPUTED ITEMS.

"Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and water mains, airports and other public works, the

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

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

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

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

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

The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment.

Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period 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. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

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

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one percent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract."

Section 39I. DEVIATIONS FROM PLANS AND SPECIFICATIONS.

"Every contractor having a contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the commonwealth, or of any political subdivision thereof, shall perform all the work required by such contract in conformity with the plans and specifications contained therein. No wilful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the awarding authority or by the engineer or architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such engineer or architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the awarding authority stating: (1) if such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the contracting agency and the contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the contracting authority.

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

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

Section 39J. PUBLIC CONSTRUCTION CONTRACTS; EFFECT OF DECISIONS OF CONTRACTING BODY OR ADMINISTRATIVE BOARD.

"Notwithstanding any contrary provision of any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public works by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount of the contract is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district,

board, commission or other public body, a decision, by the contracting body or by any administrative board, official or agency, or by any architect or engineer, on a dispute, whether of fact or of law, arising under said contract shall not be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily is unsupported by substantial evidence, or is based upon error of law.”

Section 39K. PUBLIC BUILDING CONSTRUCTION CONTRACTS; PAYMENTS.

"Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph: Within fifteen days (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 percent 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 percent 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 then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on 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.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest

provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149."

Section 39L. PUBLIC CONSTRUCTION WORK BY FOREIGN CORPORATIONS; RESTRICTIONS AND REPORTS.

"The commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or sub-bids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for the work with, and shall not approve as a subcontractor furnishing labor and materials for a part of the work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that the corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance, and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the commonwealth."

Section 39M. CONTRACTS FOR CONSTRUCTION AND MATERIALS; MANNER OF AWARDING.

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

can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials."

For projects estimated to cost more than \$10,000, the following provision, section 39M subsection c, applies:

"(c) The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall 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 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; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and (5) who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; provided further, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable."

Section 39N. CONSTRUCTION CONTRACTS; EQUITABLE ADJUSTMENT IN CONTRACT PRICE FOR DIFFERING SUBSURFACE OR LATENT PHYSICAL CONDITIONS.

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

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

Section 39O. CONTRACTS FOR CONSTRUCTION AND MATERIALS; SUSPENSION, DELAY OR INTERRUPTION DUE TO ORDER OF AWARDING AUTHORITY; ADJUSTMENT IN CONTRACT PRICE; WRITTEN CLAIM.

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

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the

awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

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

Section 39P. CONTRACTS FOR CONSTRUCTION AND MATERIALS; AWARDING AUTHORITY’S DECISIONS ON INTERPRETATION OF SPECIFICATIONS, ETC.; TIME LIMIT; NOTICE.

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

Section 39Q. CONTRACTS FOR CAPITAL FACILITY CONSTRUCTION; CONTENTS; ANNUAL CLAIMS REPORT.

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

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

(b) Within thirty days of submission of the dispute to the chief executive official of the state agency or his designee, he shall issue a written decision stating the reasons therefor, and shall notify the parties of their right of appeal under this section. If the official or his designee is unable to issue a decision within thirty days, he shall notify the parties to the dispute in writing of the reasons why a decision cannot be issued within thirty days and of the date by which the decision shall issue. Failure to issue a decision within the thirty-day period or within the additional time period specified in such written notice shall be deemed to constitute a denial of the claim and shall authorize resort to the appeal procedure described below. The decision of the chief executive official or his designee shall be final and conclusive unless an appeal is taken as provided below.

(c) Within twenty-one calendar days of the receipt of a written decision or of the failure to issue a decision as stated in the preceding subparagraph, any aggrieved party may file a notice of claim for an adjudicatory hearing with the division of hearing officers or the aggrieved party may file an action directly in a court of competent jurisdiction and shall serve copies thereof upon all other parties in the form and manner prescribed by the rules governing the conduct of adjudicatory proceedings of the division of hearing officers. In the event an aggrieved party exercises his option to file an action directly in court as provided in the previous sentence, the twenty-one day period shall not apply to such

filing and the period of filing such action shall be the same period otherwise applicable for filing a civil action in superior court. The appeal shall be referred to a hearing officer experienced in construction law and shall be prosecuted in accordance with the formal rules of procedure for the conduct of adjudicatory hearings of the division of hearing officers, except as provided below. The hearing officer shall issue a final decision as expeditiously as possible, but in no event more than one hundred and twenty calendar days after conclusion of the adjudicatory hearing, unless the decision is delayed by a request for extension of time for filing post-hearing briefs or other submissions assented to by all parties. Whenever, because an extension of time has been granted, the hearing officer is unable to issue a decision within one hundred and twenty days, he shall notify all parties of the reasons for the delay and the date when the decision will issue. Failure to issue a decision within the one hundred and twenty-day period or within the additional period specified in such written notice shall give the petitioner the right to pursue any legal remedies available to him without further delay.

(d) When the amount in dispute is less than ten thousand dollars, a contractor who is party to the dispute may elect to submit the appeal to a hearing officer experienced in construction law for expedited hearing in accordance with the informal rules of practice and procedure of the division of hearing officers. An expedited hearing under this subparagraph shall be available at the sole option of the contractor. The hearing officer shall issue a decision no later than sixty days following the conclusion of any hearing conducted pursuant to this subparagraph. The hearing officer's decision shall be final and conclusive, and shall not be set aside except in cases of fraud.

(2) The commissioner of administration shall require the division of hearings officers to prepare annually a report concerning the construction contract claims submitted to the division during the preceding twelve months, in such form as the commissioner shall prescribe. The report shall contain, at a minimum, the following information: the number of claims submitted; the names of all parties to each such claim; a brief description of the claim: the date of submission and of disposition of the claim; its disposition, whether by settlement, withdrawal, default or written decision; and the number of claims currently pending. The original of the report shall be submitted to the commissioner of administration by January fifteenth, and a copy shall be filed with the state librarian and shall be a public document."

Section 39R. KEEPING AND MAINTAINING OF BOOKS, RECORDS AND ACCOUNTS; STATEMENT OF MANAGEMENT ON INTERNAL ACCOUNTING CONTROL; FINANCIAL STATEMENTS; ENFORCEMENT.

"(a) The words defined herein shall have the meaning stated below whenever they appear in this section:

(1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

(2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars.

(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.

(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 residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof.

Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.

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

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

(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.

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

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

(1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and

(2) until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and

(3) if the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a

letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and

(4) if the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

(5) if the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

(c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and subsidiaries reasonably assures that:

(1) transactions are executed in accordance with management's general and specific authorization;

(2) transactions are recorded as necessary:

i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii. to maintain accountability for assets;

(3) access to assets is permitted only in accordance with management's general or specific authorization; and

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

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

(1) whether the representations of management in response to this paragraph, and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(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.

(d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.

(e) The office of inspector general, the commissioner of capital asset management and maintenance and any other awarding authority shall enforce the provisions of this section. The commissioner of capital asset management and maintenance may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.

(f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b)."

Section 39S. CONTRACTS FOR CONSTRUCTION; REQUIREMENTS.

“(a) As used in this section the word "person" shall mean any natural person, joint venture, partnership corporation or other business or legal entity. Any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than \$10,000, and any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, estimated to cost more than \$10,000, shall certify on the bid, or contract, under penalties of perjury, as follows:

(1) That he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.”

Section 40. DISCHARGE OR RELEASE OF BONDS.

"Bonds given to the commonwealth, any county, city, town or political subdivision to secure the performance of contracts for the construction or repair of public buildings or other public works may be discharged or released by the awarding authority, upon such terms as it deems expedient, after the expiration of one year from the time of completion, subject to section thirty-nine K, of the work contracted to be done; provided that no claim filed under said bond is pending, and provided further, that no such bonds shall be discharged or released prior to the expiration of all special guarantees provided for in the contract unless new bonds in substitution therefor specifically relating to the unexpired guarantees shall be taken."

ATTENTION IS DIRECTED TO THE FOLLOWING SECTIONS OF CHAPTER 82 (THE LAYING OUT, ALTERATION, RELOCATION AND DISCONTINUANCE OF PUBLIC WAYS, AND SPECIFIC REPAIRS THEREON) OF THE GENERAL LAWS OF MASSACHUSETTS AS AMENDED TO DATE.

Section 40. DEFINITIONS APPLICABLE TO SECTIONS 40A TO 40E.

"The following words, as used in this section and sections 40A to 40E, inclusive, shall have the following meanings:

"**Company**", natural gas pipeline company, petroleum or petroleum products pipeline company, public utility company, cable television company, municipal traffic signal department, and municipal utility company or department that supply gas, electricity, telephone, communication or cable television services or private water companies within the city or town where such excavation is to be made.

"**Description of excavation location**", such description shall include the name of the city or town, street, way, or route number where appropriate, the name of the streets at the nearest intersection to the excavation, the number of

the buildings closest to the excavation or any other description, including landmarks, utility pole numbers or other information which will accurately define the location of the excavation.

"Emergency", a condition in which the safety of the public is in imminent danger, such as a threat to life or health or where immediate correction is required to maintain or restore essential public utility service.

"Excavation", an operation for the purpose of movement or removal of earth, rock or the materials in the ground including, but not limited to, digging, blasting, augering, backfilling, test boring, drilling, pile driving, grading, plowing in, hammering, pulling in, jacking in, trenching, tunneling and demolition of structures.

"Excavator", any entity including, but not limited to, a person, partnership, joint venture, trust, corporation, association, public utility, company or state or local government body which performs excavation operations.

"Marking standards", the methods by which a company designates its facilities in accordance with standards established by the Common Ground Alliance and the American Public Works Association.

"Non-mechanical means", excavation using any device or tool manipulated by human power, including air vacuum, air blowing or similar methods of excavation designed to minimize direct contact with utilities.

"Premark", to delineate the general scope of the excavation or boring on the paved surface of the ground using white paint, or stakes or other suitable white markings on nonpaved surfaces. No premarking shall be acceptable if such marks can reasonably interfere with traffic or pedestrian control or are misleading to the general public. Premarking shall not be required of any continuous excavation that is over 500 feet in length.

"Professional land surveyor", a professional land surveyor as defined in section 81D of chapter 112.

"Safety zone", a zone designated on the surface by the use of standard color-coded markings which contains the width of the facilities plus not more than 18 inches on each side.

"Standard color-coded markings", red - electric power lines, cables, conduit or light cables; yellow - gas, oil, street petroleum, or other gaseous materials; orange - communications cables or conduit, alarm or signal lines; blue - water, irrigation and slurry lines; green - sewer and drain lines; white - premark of proposed excavation.

"System", the underground plant damage prevention system as defined in section 76D of chapter 164."

Section 40A. EXCAVATIONS; NOTICE.

"No excavator installing a new facility or an addition to an existing facility or the relay or repair of an existing facility shall, except in an emergency, make an excavation, in any public or private way, any company right-of-way or easement or any public or privately owned land or way, unless at least 72 hours, exclusive of Saturdays, Sundays and legal holidays but not more than 30 days before the proposed excavation is to be made, such excavator has premarked not more than 500 feet of the proposed excavation and given an initial notice to the system. Such initial notice shall set forth a description of the excavation location in the manner as herein defined. In addition, such initial notice shall indicate whether any such excavation will involve blasting and, if so, the date and the location at which such blasting is to occur.

Any professional land surveyor working on a preliminary design for a new facility or renovation where excavation is necessary shall: (i) Premark the proposed excavation; and (ii) provide initial notice to the system.

The notice requirements shall be waived in an emergency as defined herein; provided, however, that before such excavation begins or during a life-threatening emergency, notification shall be given to the system and the initial point of boring or excavation shall be premarked. The excavator shall ensure that the underground facilities of the utilities in the area of such excavation shall not be damaged or jeopardized.

In no event shall any excavation by blasting take place unless notice thereof, either in the initial notice or a subsequent notice accurately specifying the date and location of such blasting shall have been given and received at least 72 hours

in advance, except in the case of an unanticipated obstruction requiring blasting when such notice shall be not less than four hours prior to such blasting. If any such notice cannot be given as aforesaid because of an emergency requiring blasting, it shall be given as soon as may be practicable but before any explosives are discharged.”

Section 40B. DESIGNATION OF LOCATION OF UNDERGROUND FACILITIES.

“Within 72 hours, exclusive of Saturdays, Sundays and legal holidays, from the time the initial notice is received by the system or at such time as the company and the excavator or professional land surveyor agree, such company shall respond to the initial notice or subsequent notice by designating the location of the underground facilities within 15 feet in any direction of the premarking so that the existing facilities are to be found within a safety zone. Such safety zone shall be so designated by the use of standard color-coded markings. The providing of such designation by the company shall constitute prima facie evidence of an exercise of reasonable precaution by the company as required by this section; provided, however, that in the event that the excavator or professional land surveyor has given notice as aforesaid at a location at which because of the length of excavation the company cannot reasonably designate the entire location of its facilities within such 72 hour period, then such excavator or professional land surveyor shall identify for the company that portion of the excavation which is to be first made and the company shall designate the location of its facilities in such portion within 72 hours and shall designate the location of its facilities in the remaining portion of the location within a reasonable time thereafter. When an emergency notification has been given to the system, the company shall make every attempt to designate its facilities as promptly as possible. A company shall conduct periodic audits to ensure: (i) the accuracy of the designated location and marking of its facilities; and (ii) its adherence to marking standards.”

Section 40C. EXCAVATOR’S RESPONSIBILITY TO MAINTAIN DESIGNATION MARKINGS; DAMAGE CAUSED BY EXCAVATOR.

“After a company has designated the location of its facilities at the location in accordance with section 40B, the excavator shall be responsible for maintaining the designation markings at such locations, unless such excavator requests remarking at the location due to the obliteration, destruction or other removal of such markings. The company shall then remark such location within 24 hours following receipt of such request.

When excavating in close proximity to the underground facilities of any company when such facilities are to be exposed, non-mechanical means shall be employed, as necessary, to avoid damage in locating such facility and any further excavation shall be performed employing reasonable precautions to avoid damage to any underground facilities including, but not limited to, any substantial weakening of structural or lateral support of such facilities, penetration or destruction of any pipe, main, wire or conduit or the protective coating thereof, or damage to any pipe, main, wire or conduit.

If any damage to such pipe, main, wire or conduit or its protective coating occurs, the company shall be notified immediately by the excavator responsible for causing such damage.

The making of an excavation without providing the notice required by section 40A with respect to any proposed excavation which results in any damage to a pipe, main, wire or conduit, or its protective coating, shall be prima facie evidence in any legal or administrative proceeding that such damage was caused by the negligence of such person.”

Section 40D. LOCAL LAWS REQUIRING EXCAVATION PERMITS; PUBLIC WAYS.

“Nothing in this section shall affect or impair local ordinances or by-laws requiring a permit to be obtained before excavation in a public way or on private property; but notwithstanding any general or special law, ordinance or by-law to the contrary, to the extent that any permit issued under the provisions of the state building code or state fire code requires excavation by an excavator on a public way or on private property, the permit shall not be valid unless

the excavator notifies the system as required pursuant to sections 40 and 40A, before the commencement of the excavation, and has complied with the permitting requirements of chapter 82A.”

Section 40E. VIOLATIONS OF SECS. 40A TO 40E; PUNISHMENT.

“Any person or company found by the department of public utilities, after a hearing, to have violated any provision of sections 40A to 40E, inclusive, shall be fined \$1000 for the first offense and not less than \$5,000 nor more than \$10,000 for any subsequent offense within 12 consecutive months as set forth by the rules of said department; provided, however, that nothing herein shall be construed to require forfeiture of any penal sum by a state or local government body for violation of section 40A or 40C; and provided, further, that nothing herein shall be construed to require the forfeiture of any penal sum by a residential property owner for the failure to premark for an excavation on such person's residential property. The department of public utilities may require any person or company not in compliance with sections 40A to 40E, inclusive, to complete a “Dig Safe” training program in lieu of a fine for a first offense.”

ATTENTION IS DIRECTED TO THE FOLLOWING SECTIONS OF CHAPTER 30 (AN ACT MOBILIZING ECONOMIC RECOVERY IN THE COMMONWEALTH) OF THE ACTS OF 2009.

Section 33.

“(a) Notwithstanding any general or special law to the contrary, the following requirements shall apply to any public works project funded by the American Recovery and Reinvestment Act of 2009 where the amount of construction costs under any contract awarded is likely to exceed \$1,000,000. For the purposes of this section, “public works” shall mean building or work the construction of which is carried on by authority of the commonwealth, or by a county, town, authority or district, or with funds of a federal agency or the commonwealth or a county, city, town, authority or district to serve the interest of the general public, regardless of whether title thereof is in the commonwealth or in a county, city, town, authority or district; provided, however, that for the purposes of this definition, “construction” shall have the meaning provided in section 27D of chapter 149 of the General Laws.

(b) For any public works project subject to subsection (a), the specifications set forth in any request for responses shall include a requirement that, on a per project basis, not less than 20 per cent of the total hours of employees receiving an hourly wage who are directly employed on the site of the project, employed by the contractor or a subcontractor and subject to the prevailing wage, shall be performed by apprentices in bona fide apprentice training programs as provided in sections 11H and 11I of chapter 23 of the General Laws which are approved by the division of apprentice training in the executive office of labor and workforce development.

(c) During the performance of a public works project subject to subsections (a) and (b), the contractor shall submit periodic reports to the awarding authority with records indicating the total hours worked by all journeymen and apprentices in positions subject to the apprentice requirement. In any instance in which the apprentice hours do not constitute 5 per cent of the total hours of employees subject to the apprentice requirement, the contractor shall submit a plan to the awarding authority describing how the contractor shall comply with the apprentice requirement.

(d) The attorney general shall have all the necessary powers to require compliance with the requirements of subsections (a), (b) and (c) therewith, including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts. Prior to award of the contract, an awarding authority may petition the attorney general for approval to adjust the requirements set forth in said subsections (a), (b) and (c). The attorney general may adjust these requirements only if he determines that compliance with these requirements is not feasible or if application of the requirements would be preempted by federal law.

(e) An awarding authority serving a low-income population may require additional specifications that address the needs of its clients including, but not limited to, preferential hiring for residents of public housing authorities for available apprenticeship positions.

(f) Subject to appropriation, the division of apprentice training shall enhance its outreach efforts to underserved populations in order to increase and diversify the number of apprentices in the commonwealth.”

Section 39.

“Any entity located in the commonwealth that receives federal funds through the American Recovery and Reinvestment Act of 2009 shall provide information as directed by the secretary of administration and finance regarding the use of the funds. The required information shall include, but not be limited to, the reporting information required by the federal government and any other information deemed necessary by the secretary to administer the American Recovery and Reinvestment Act of 2009 responsibly, efficiently and transparently. To the extent possible, the secretary shall work to streamline the reporting of this information, minimize duplication of data entry by recipients and ensure data consistency. The secretary may issue regulations to effectuate this reporting requirement.”

Section 40.

“Employers and hiring agents on all projects funded in whole or in part by the American Recovery and Reinvestment Act of 2009 shall post notices of available employment opportunities to the commonwealth’s job bank or the one-stop career centers closest to where the projects shall be located. The postings shall contain such information as directed by the secretary of labor and workforce development. The secretary may issue regulations to effectuate this job posting requirement.”

END OF SECTION

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SECTION 01 03 00

ALTERNATES

PART 1 GENERAL

1.01 GENERAL

- A. This Section consists of procedural requirements and administrative requirements which govern the Alternates. The description of the Alternates is intended to describe the major work only. Such descriptions are not to be taken as limiting the work required to carry out the intent of each of the accepted alternates. All such work shall be done without additional cost to that agreed upon as the alternate price.
- B. Definition: An alternate is an amount proposed by bidders and stated on the Form for General Bid or Form for Sub-Bid for certain work defined in the Contract Documents that may be added to the Base Bid amount if the owner decides to accept a corresponding change in either scope of work, the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
- C. The amount for the alternate is the net addition to the Base Bid to incorporate the Alternate into the Work. No other adjustments are made to the Base Bid.
- D. The General Contractor shall include in his Bid Alternate Price the amounts carried by any Filed Sub-Bidders on the Form for Filed Sub-Bids.

1.02 PROCEDURES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related Work and modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the project. Include as part of each Alternate all miscellaneous devices, appurtenances, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

PART 2 - NOT USED

PART 3 - SCHEDULE

3.01 SCHEDULE OF ALTERNATES

The lump sum price for each Alternate shall constitute full compensation for furnishing all labor, materials, tools, and equipment and performing all work indicated on the drawings and specified for the respective sub-trades. The amount bid for each Alternate is the net addition to the base bid to incorporate the Alternate into the Work. No other adjustments are made to the base bid. Refer to the Drawings, Specifications, and Addenda for requirements necessary to achieve the Work described under each Alternate. The following is a brief description of the Alternates:

Alternate No. 1 – Storage Garage Extension: This is an ADD Alternate, and includes all work associated constructing a Storage Garage Extension as shown in the Contract Documents as Alternate 1 for a complete and operable system. Work includes, but is not limited to, foundations, slab, structure, exterior finishes, HVAC, Plumbing and electrical work.

Alternate No. 2 – Cold Storage Building: This is an ADD Alternate, and includes all work associated constructing a new stand-alone Cold Storage Building as shown in the Contract Documents as Alternate 2 for a complete and operable system. Work includes, but is not limited to, foundations, slab, structure, exterior finishes, and electrical work.

END OF SECTION

SECTION 01110

CONTROL OF WORK AND MATERIALS

PART 1 – GENERAL

Not Used.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 HAULING, HANDLING AND STORAGE OF MATERIALS:

- A. The Contractor shall, at its own expense, handle and haul all materials furnished by it and shall remove any of its surplus materials at the completion of the work.
- B. The Contractor shall provide suitable and adequate storage for equipment and materials furnished by it that are liable to injury and shall be responsible for any loss of or damage to any equipment or materials by theft, breakage, or otherwise.
- C. All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such location as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.
- D. The Contractor shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.

3.02 EASEMENTS:

- A. As indicated on the drawings, the work is located in easements obtained by the Owner. The Contractor has no rights outside of the easements unless they are obtained from the property owner.
- B. Contractor shall schedule work so that it will cause minimum inconvenience and nuisance to abutting property owners, over the shortest possible time.
- C. Easements shall be kept clean; no rubbish or discarded construction materials shall be allowed to accumulate. Storage of excess construction materials, including soil, ledge, equipment, or machinery on easements will not be allowed.

- D. Restoration of fences, shrubs, trees and grass shall be completed promptly following completion of the work in an easement, to minimize disruption and inconvenience to property owners.
- E. Unless approved by the Engineer, the use of easements for ease of access to and egress from other areas of the project will not be permitted.

3.03 OPEN EXCAVATIONS:

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at its own expense, provide suitable and safe means for completely covering all open excavations and for accommodating travel when work is not in progress.
- B. The length of open trench will be controlled by the particular surrounding conditions but shall always be confined to the limits prescribed by the Engineer.
- C. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, then special construction procedures shall be taken, such as limiting the length of trench and prohibiting stocking excavated material in the street.
- D. All street excavations (IF Needed) shall be completely closed at the end of each work day. Backfilling or use of steel plates of adequate strength to carry traffic shall be used.

3.04 MAINTENANCE OF TRAFFIC:

- A. Unless permission to close the street is received in writing from the proper authority, all excavated materials and equipment shall be placed so that vehicular and pedestrian traffic may be safely maintained at all times.
- B. Should the Chief of Police deem it necessary, uniformed officers will be assigned to direct traffic. The Contractor shall make all arrangements in obtaining uniformed officers required. The Owner is paying directly for Traffic Officers but when the Contractor cancels scheduled officers, the Contractor shall be responsible for payment of any wages incurred for cancellations if not cancelled in accordance with Specification Section 01 55 30 – UNIFORMED OFFICERS FOR TEMPORARY TRAFFIC CONTROL.
- C. The Contractor shall at its own expense, as directed by the Police Traffic Control/Safety Officer, provide and erect acceptable barricades, barrier fences, traffic signs, and all other traffic devices not specifically covered in a bid item, to protect the work from traffic, pedestrians, and animals. The Contractor shall provide sufficient temporary lighting such as lanterns/flashers (electric battery operated) or other approved illuminated traffic signs

and devices to afford adequate protection to the traveling public, at no additional cost to the Owner. See Section 01 55 20 CONSTRUCTION ZONE SAFETY PLAN.

- D. The Contractor shall furnish all construction signs that are deemed necessary by and in accordance with Part VI of the Manual on Uniform Traffic Control Devices as published by the U.S. Department of Transportation. In addition, the Contractor may be required to furnish up to 128 square feet of additional special construction warning signs. Size and exact wording of signs shall be determined by the Engineer during construction.
- E. The intent of policing is to ensure public safety by direction of traffic. Police officers are not to serve as watchmen to protect the Contractor's equipment and materials.
- F. Nothing contained herein shall be construed as relieving the Contractor of any of its responsibilities for protection of persons and property under the terms of the Contract.

3.05 CARE AND PROTECTION OF PROPERTY:

The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be promptly restored by the Contractor, at its expense, to a condition similar or equal to that existing before the damage was done, to the satisfaction of the Engineer.

3.06 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES:

- A. All existing buildings, utilities, pipes, poles, wires fences, curbing, property line markers and other structures which the Engineer decides must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from damage by the contractor. Should such property be damaged, it shall be restored by the Contractor, at no additional cost to the Owner.
- B. The Contractor shall determine the location of all underground structures and utilities (including existing water services, drain lines, electrical lines, and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by Contractor.
- C. When fences interfere with the Contractor's operations, it shall remove and (unless otherwise specified) promptly restore them in accordance with Section 01 14 19 EXISTING FENCES.
- D. On paved surfaces the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment with treads or wheels which are shaped so as to cut or otherwise damage such surfaces.

- E. All property damaged by the Contractor's operations shall be restored to a condition at least equal to that in which it was found immediately before work was begun. Suitable materials and methods shall be used for such restoration.
- F. Restoration of existing property and structures shall be carried out as promptly as practicable and shall not be left until the end of the construction period.

3.07 MAINTENANCE OF FLOW:

- A. The Contractor shall at its own cost, provide for the flow of sewers and drains interrupted during the progress of the work, and shall immediately cart away and dispose of all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the Engineer well in advance of the interruption of any flow.
- B. All existing drainage facilities including, but not limited to; brooks, streams, canals, channels, ditches, culverts, catch basins and drainage piping shall be adequately safeguarded so as not to impede drainage or to cause siltation of downstream areas in any manner whatsoever. If the Contractor damages or impairs any of the aforesaid drainage facilities, it shall repair the same within the same day.
- C. At the conclusion of the work, the Contractor shall remove all silt in drainage structures caused by its operations as described in Section 01 74 13, CLEANING UP.

3.08 REJECTED MATERIALS AND DEFECTIVE WORK:

- A. Materials furnished by the Contractor and condemned by the Engineer as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the Contractor, and shall not be made use of elsewhere in the work.
- B. Any errors, defects or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Engineer.
- C. The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or its employees, as determined by the Engineer, occurring previous to the final payment.

3.09 SANITARY REGULATIONS:

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such locations as may be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit the committing of nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work

without the written consent of the Engineer. The sanitary conveniences specified above shall be the obligation and responsibility of the Contractor.

3.10 SAFETY AND HEALTH REGULATIONS:

This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (454 CMR 10.0 et. seq.)." The Contractor shall be familiar with the requirements of these regulations.

3.11 SITE INVESTIGATION:

The Contractor acknowledges that it has satisfied itself as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the drawings and specifications made a part of this contract. Any failure of the Contractor to acquaint itself with available information will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusion or interpretation made by the Contractor on the basis of the information made available by the Owner.

3.12 HANGERS, PADS, AND SUPPORTS:

- A. Unless otherwise indicated, hangers and supports shall be by the trade providing the supported item.
- B. Except where detailed or specified, design of hangers and supports shall be the responsibility of the Contractor. All parts of such hangers or supports shall be designed in accordance with accepted engineering practice, using a factor of safety of at least 2½.
- C. When proprietary hangers, etc., are supplied, satisfactory evidence of the strength of such items shall be furnished.
- D. Hangers for items hung from steel and concrete shall be centered on the vertical center of gravity of the beam.
- E. Locations and sizes of openings, sleeves, concrete pads, steel frames, and other equipment supports are indicated on the drawings for bidding purposes only. Final sizes and locations of such items shall be obtained from the shop drawings.

3.13 SLEEVES, HOLES, HANGERS, INSERTS, ETC.:

- A. Except where holes and openings are dimensioned, and hangers, inserts, and supports are fully called for on the architectural and structural drawings (or reference is made thereon

to drawings containing such information) to accommodate mechanical or electrical items, they shall be by the mechanical or electrical trade concerned.

- B. Sleeves, inserts, anchors, etc., supplied under the mechanical and electrical contracts in sufficient time to so permit, shall be set in concrete, masonry, etc., or fastened to steel deck, etc., by the respective architectural or structural trade. Where not supplied in sufficient time, installation of such items shall be the responsibility of the mechanical or electrical trade involved.
- C. Nothing shall be suspended from the steel roof deck and no fastenings made to it, except with the prior permission of the Engineer. Request for permission shall be accompanied by full details of the hanger or fastener, including the weight of the item to be suspended.
- D. Nailers and other wood members attached to steel or masonry, for which fasteners are not indicated on the design drawings or in the specification, shall be fastened with the equivalent of ½-inch diameter bolts at 3 feet o.c.
- E. Openings for mechanical and electrical items in finished areas of the building shall be closed off with near escutcheon plates or similar closures. These closures shall be by the mechanical or electrical trade involved.

3.14 ROOF PROTECTION:

Where work must be performed over completed roofing, the roofing shall be protected by 2 layers of ½-inch thick plywood, laid with joints in the second layer offset 1/2 sheet width and length from joints in the first layer. No material shall be stored or work performed on areas of roof which are not so protected.

3.15 WEATHER PROTECTION:

In conformance with Sections 44F and 44G of Chapter 149 of the General Laws of Massachusetts, the General Contractor shall install weather protection and shall furnish adequate heat in the area so protected during the months of November through March. Standards for such specifications shall be established by the Director of Building Construction in the Executive Office for Administration and Finance.

3.16 ELECTRIC SERVICE:

- A. The Contractor shall make all necessary applications and arrangements and pay for all fees and charges for electrical energy for power and light necessary for the proper completion of this contract during its entire progress. The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters.
- B. There shall be sufficient electric lighting so that all work may be done in a workmanlike manner where there is not sufficient daylight.

3.17 PERFORM WORK IN ACCORDANCE WITH REQUIREMENTS:

- A. The Contractor shall perform the work in accordance with the Contract Documents, including the attached permits/order of conditions, and any applicable municipal requirements.
- B. Prior to commencing any construction activities, the Contractor shall demonstrate to the Owner and the Engineer, through on-site inspection and submitting copies of permits or approvals, that it is in full compliance with the terms and conditions of all permits specified herein. The Contractor shall maintain full compliance with all permits throughout the performance of the work, and upon request, grant access to permitting authorities to inspect the site for the purpose of verifying such compliance.

3.18 HAZARDOUS WASTE:

Should the Contractor, while performing work under this contract, uncover hazardous materials, as defined in Massachusetts Hazardous Waste Regulations 310 CMR 30.00, he shall immediately notify the Engineer. The Contractor is not, and has no authority to act as, a handler, generator, operator or disposer of hazardous or toxic substances found or identified at the site, and the Owner shall undertake all such functions.

END OF SECTION

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SECTION 01 12 16

SCOPE AND SEQUENCE OF WORK

PART 1 – GENERAL

1.01 WORK INCLUDED:

The scope of work includes construction of a new Fleet Maintenance Facility. The project includes, but is not limited to, construction of a pre-engineered metal building, including office areas, employee facilities, vehicle maintenance, wash bay, salt shed, water well, septic system and vehicle storage canopy. The site development work will include, but is not limited to, earthwork, grading, drainage, paving for circulation/parking, curbing, and landscaping.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 GENERAL:

- A. The Contractor shall be responsible for scheduling its activities and the activities of any subcontractors involved, to meet the completion date, or milestones, established for the contract. Scheduling of the work shall be coordinated with the Owner and Engineer.
- B. The Construction Sequence Requirements shall be used by the Contractor to form a complete schedule for the project, which shall be coordinated with the Owner and Engineer. Prior to performing any work at the site, the Contractor shall submit a detailed plan to the Engineer for review. The plan shall describe the proposed sequence, methods, and timing of the work.

3.02 CONSTRUCTION SEQUENCING REQUIREMENTS:

- A. The building contains the personnel operations for the public safety of Truro. Some buildings will be occupied and fully operational during construction, refer to project phasing plans for demolition phasing and new building construction phasing, the selected contractor will need to coordinate with the Town to make sure the Town facilities remain operational at all stages of construction.

END OF SECTION

SECTION 01 14 00

SPECIAL PROVISIONS

PART 1 - GENERAL

Not used

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3.01 WATER FOR CONSTRUCTION PURPOSES:

- A. In locations where water is in sufficient supply, the Contractor may be allowed to use water without charge for jetting backfill and other construction purposes. The express approval of the Owner shall be obtained before water is used. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of unrestricted use.
- B. If no water is available, the Contractor shall supply water at no additional cost to the Owner.

3.02 OCCUPYING PRIVATE PROPERTY:

The Contractor shall not enter upon nor occupy with men, equipment or materials any property outside of the public highways or Owner's easements, except with the written consent of the property owner or property owner's agent.

3.06 COORDINATION OF WORK:

The General Contractor shall be responsible for coordinating its own work as well as that of any subcontractors. It shall be responsible for notification of the Engineer when each phase of work is expected to begin and the approximate completion date.

3.07 TIME FOR COMPLETION OF CONTRACT:

The time for completion of this contract is stipulated in the Form of/for General Bid. The Bidder shall base his bid on completing the proposed work by the completion date stipulated in FORM OF/FOR GENERAL BID.

3.08 COMPLIANCE WITH PERMITS:

- A. The Contractor shall perform all work in conformance with requirements of the Permits, which appear in Section 00 31 43 – PERMITS.

3.09 CUTTING, FITTING AND PATCHING:

- A. The Contractor shall do all cutting, fitting, or patching of its work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors, as shown upon or reasonably implied by the drawings and the specifications for the completed structure, including all existing work.
- B. The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor, save with the consent of the Engineer.
- C. All holes or openings required to be made in new or existing work, particularly at pipe, conduit, or other penetrations not covered by escutcheons or plates shall be neatly patched. All such holes shall be made completely watertight as approved by the Engineer.
- D. Size and locations of holes required in steel, concrete, or other structural or finish materials for piping, wiring, ducts, etc., which have not been located and detailed on the drawings shall be approved by the Engineer prior to layout and cutting thereof. All holes shall be suitably reinforced as required by the Engineer.
- E. Workmanship and materials of patching and repair work shall match the adjacent similar work and shall conform to the applicable sections of the specification. Patches and joints with existing work shall provide, as applicable in each case, visual, structural, and waterproofing continuity.

3.10 CONTRACTOR'S REPRESENTATIVE:

The Contractor shall designate a representative who will be available to respond to emergency calls by the Owner at any time day and night and on weekends and holidays should such a situation arise.

3.11 VISUAL RECORDING:

Before beginning construction, the Contractor shall make a color DVD recording along the entire work length. One complete recording, for the entire project length, shall be furnished to the Engineer prior to the start of the work. The visual recording shall be identified by street name, as applicable, and station.

3.12 HOURS OF CONSTRUCTION ACTIVITY:

- A. The Contractor shall conduct all construction activity between 7:00 a.m. and 5:00 p.m., Monday through Friday. No construction work shall be allowed on Saturdays, Sundays or Holidays without written authorization from the Owner.

3.13 MASSACHUSETTS DATA SECURITY REGULATIONS:

The Contractor is required to comply with data security regulations contained in 201 CMR 17.00 that have been established to safeguard personal information of Massachusetts residents contained in paper or electronic records. The Contractor shall not submit to the Engineer or Owner documents in paper or electronic form that contain personal information (person's name combined with one or more of the following – Social Security Number, driver's license number or state-issued identification card number, financial institution account number, or credit or debit card number). Any document submitted to the Engineer that violates this provision shall be returned to the Contractor and the Contractor shall remove personal information from the document prior to resubmitting it to the Engineer. The Contractor shall require each Subcontractor to also comply with the MA data security regulations insofar as they involve submittal of personal information to the Engineer and Owner.

3.14 UTILITY REBATES:

The Engineer shall solicit from the power company for any available energy rebates on eligible electrical and gas systems and equipment furnished and installed for this Project. All necessary forms and technical information needed to secure the rebates shall be prepared by the Contractor/Electrical Contractor and submitted to the Engineer. Engineer shall submit to the power company with copies sent to the Owner. One hundred percent of the rebates shall be issued directly to the Engineer.

END OF SECTION

SECTION 01 22 00

MEASUREMENT AND PAYMENT (BUILDING CONSTRUCTION)

1. General

- A. The following sections describe the measurement and payment for the work to be done under the respective items listed in the FORM OF GENERAL BID.
- B. The lump sum price stated in the FORM OF GENERAL BID shall constitute full compensation as herein specified, for all of the work completed in accordance with the drawings and specifications. All other activities required in connection with performance of the work, including all work required under Division 1, GENERAL REQUIREMENTS, whether described in the contract documents or mandated by applicable codes, permits and laws, will not be separately paid for unless specifically provided for in the form of general bid, but will be considered to be incidental to performance of the overall project.

2. Item 1

The lump sum price for Item 1 shall constitute full compensation for furnishing all labor, materials, tools and equipment and constructing the project, complete, except for the items included in sub-bids under Item 2, as shown on the drawings and called for in the specifications.

3. Item 2 Sub-bids

The lump sum prices for the subdivisions of Item 2 shall constitute full compensation for furnishing all labor, materials, tools, and equipment and performing all work indicated on the drawings and specified for the respective subtrades listed under the subdivisions of Item 2.

END OF SECTION

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SECTION 01 25 13

PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY:

- A. Product options.
- B. Product substitution procedures.

1.02 RELATED REQUIREMENTS:

- A. SECTION 00 63 25 SUBSTITUTION REQUEST FORM
- B. SECTION 00 72 00 GENERAL CONDITIONS

1.03 PRODUCT OPTIONS:

- A. Product selections: Comply with the following for selection of products:
 - 1. Products specified by reference standards or by description only: Provide any acceptable product meeting those standards or description.
 - 2. Products specified by performance requirements only: Provide any acceptable product which has been tested to show compliance with specified requirements, including indicated performances.
 - 3. Products specified by naming one or more manufacturers: Provide products of manufacturers named and meeting specifications, no options or substitutions are allowed.
 - 4. Products specified by naming one or more manufacturers with a provision for substitutions: Provide products of manufacturers named or submit a request for substitution for any manufacturer or product not named.
- B. Visual matching: Where Specifications require matching a sample, the Engineer's decision on whether a proposed product matches is final. Where no product matches and complies with other requirements, comply with provisions for "substitutions" for selection of a matching product in another category.

1.04 PRODUCT SUBSTITUTION PROCEDURES:

- A. Document each request for substitution individually as follows:
 - 1. Submit Document 00 63 25 – SUBSTITUTION REQUEST FORM as bound in the project as cover page for each substitution request. Fill out Document 00 63 25 in its entirety, and attach product data to substantiate proposed substitution complies with the Contract Documents
- B. A request constitutes a representation that the Bidder:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.

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 re-approval by authorities.
- C. Substitution submittal procedure:
1. Submit 3 copies of request for Substitution for Engineer's consideration; each to have Document 00 63 25 – SUBSTITUTION REQUEST FORM as cover. Limit each request to one product/system for proposed Substitution.
 - a. Include shop drawings, product data, and certified test results attesting to the proposed product equivalence.
 - b. Document each submitted "equal" item demonstrating that it fully conforms to specified sustainability and environmental requirements.
 2. The Engineer will notify the Contractor by written Addendum, of his decision to accept or reject request.
- D. Where Contractor proposes to use an item of equipment other than that specified or detailed on the Drawings, which required any redesign of the structure, partitions, foundations, piping, wiring or any other part of the mechanical or electrical layout, such redesign, and new drawings required, therefore, with approval of the Engineer, be prepared by the Contractor at his own expense.
- E. After bidding: Substitutions may be considered when a product becomes unavailable through no fault of the Contractor. Contractor is required to provide proof the specified product is not available.
1. Substitutions will not be considered without separate written request, or when acceptance will require revision to the Contract Documents.
 2. Substitution requests for available products which Contractor failed to obtain in sufficient time to maintain construction sequence or schedule will not be considered.
 3. Substitutions will not be considered when they are indicated or implied on a shop drawing or in product data submittals.

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 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 01 32 16 "Construction Scheduling" for preparing and submitting Contractor's construction schedule.
 - 2. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 01 78 00 "Project Procedures" for coordinating closeout of the Contract.

1.03 DEFINITIONS

- A. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.04 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, in web-based Project software directory, and in prominent location in built facility. Keep list current at all times.

1.05 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.06 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 - 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Owner name.
 - 3. Owner's Project number.
 - 4. Name of Architect.
 - 5. Architect's Project number.
 - 6. Date.
 - 7. Name of Contractor.
 - 8. RFI number, numbered sequentially.
 - 9. RFI subject.
 - 10. Specification Section number and title and related paragraphs, as appropriate.
 - 11. Drawing number and detail references, as appropriate.
 - 12. Field dimensions and conditions, as appropriate.
 - 13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 14. Contractor's signature.
 - 15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
 - 1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 - 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.

- e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
 - 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 Section 01 26 00 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Software log with not less than the following:
- 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number, including RFIs that were returned without action or withdrawn.
 - 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, and Proposal Request, as appropriate.
 - 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. 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 seven days if Contractor disagrees with response.

1.07 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
 - 1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.08 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of seven days prior to meeting.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
 - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Sustainable design requirements.
 - o. Preparation of Record Documents.
 - p. Use of the premises and existing building.
 - q. Work restrictions.
 - r. Working hours.
 - s. Owner's occupancy requirements.
 - t. Responsibility for temporary facilities and controls.
 - u. Procedures for moisture and mold control.
 - v. Procedures for disruptions and shutdowns.
 - w. Construction waste management and recycling.
 - x. Parking availability.
 - y. Office, work, and storage areas.
 - z. Equipment deliveries and priorities.
 - aa. First aid.
 - bb. Security.

- cc. Progress cleaning.
 - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Sustainable design requirements.
 - i. Review of mockups.
 - j. Possible conflicts.
 - k. Compatibility requirements.
 - l. Time schedules.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of Record Documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Procedures for completing and archiving web-based Project software site data files.
 - d. Submittal of written warranties.
 - e. Requirements for completing sustainable design documentation.
 - f. Requirements for preparing operations and maintenance data.
 - g. Requirements for delivery of material samples, attic stock, and spare parts.
 - h. Requirements for demonstration and training.
 - i. Preparation of Contractor's punch list.
 - j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - k. Submittal procedures.
 - l. Coordination of separate contracts.
 - m. Owner's partial occupancy requirements.
 - n. Installation of Owner's furniture, fixtures, and equipment.
 - o. Responsibility for removing temporary facilities and controls.
 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to

do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- 1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
- 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Status of sustainable design documentation.
 - 5) Deliveries.
 - 6) Access.
 - 7) Site use.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of Proposal Requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 19.23

CONSTRUCTION MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. This Section specifies requirements for project meetings including but not limited to Pre-Construction Conference and Progress Meetings.
- B. It shall be the responsibility of the Contractor to coordinate work between all subcontractors, sections, and trades required for the proper completion of the Work.

1.02 PRE-CONSTRUCTION CONFERENCE:

- A. After the bids have been opened but prior to the start of the construction there will be a pre-construction conference to discuss the phasing and scheduling of the Project. The specific time and place of the conference shall be arranged by the Engineer after the Contract has been awarded.
- B. This pre-construction conference is intended to establish lines of communication between the parties involved, review responsibilities and personnel assignments, establish project schedules, discuss proposed performance methods, and coordinate Work to be performed by subcontractors.
- C. Authorized representatives of the Owner, Engineer and their consultants, the Contractor, its Superintendent and Site Foreman, and all others invited by the Contractor, shall attend the pre-construction conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- D. Discuss items of significance at the pre-construction conference that could affect progress including at least the following:
 - 1. Tentative construction schedule
 - 2. Critical Work sequencing
 - 3. Designation of responsible personnel
 - 4. Procedures for processing field decisions and Change Orders
 - 5. Procedures for processing Applications for Payment
 - 6. Review of Davis Bacon and other federal requirements
 - 7. Distribution of Contract Documents

8. Submittal of Shop Drawings, Product Data and Samples
9. Preparation of record documents
10. Use of the premises
11. Office, work and storage, and laydown areas
12. Equipment deliveries
13. Construction safety procedures
14. Environmental health and safety procedures
15. First aid
16. Security
17. Housekeeping
18. Working hours
19. Traffic Control
20. Emergency Vehicle Access to and around work site
21. Environmental protection measures for construction site

1.03 PROGRESS MEETINGS:

- A. During the course of the Project, the Contractor shall attend weekly progress meetings as scheduled by the Owner. The Owner, based on work progress and activities, may adjust the progress meetings to biweekly or other. The attendance of subcontractors may be required during the progress of the Work. The Contractor's delegate to the meeting shall be prepared and authorized to discuss the following items:
 1. Progress of Work/Critical Work Sequencing in relation to Contract Schedule.
 2. Proposed Work activities for forthcoming period.
 3. Resources committed to Contract.
 4. Coordination of Work with others.
 5. Status of procurement of equipment and materials.
 6. Status of Submittals.
 7. Outstanding actions, decisions, or approvals that affect Work activities.
 8. Site access and/or security issues
 9. Hazards and risks
 10. Housekeeping
 11. Quality issues
 12. Potential Claims
 13. Change Orders
 14. Costs, budget, and payment requests
- B. The Contractor shall revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized and the revised schedule shall be submitted to the Engineer and Owner.

PART 2 - PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

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Construction Meetings.docx

SECTION 01 32 16

CONSTRUCTION SCHEDULING

PART 1- GENERAL

1.01 PROGRAM DESCRIPTION:

- A. A Critical Path Method (CPM) construction schedule shall be used to control the work of this Contract and to provide a definitive basis for determining job progress. The Contractor shall prepare the construction schedule. All work shall be done in accordance with the established CPM schedule and the Contractor and its subcontractors shall be responsible for cooperating fully with the Engineer and the Owner in effectively utilizing the CPM schedule.
- B. The CPM schedule to be prepared and submitted by the Contractor shall consist of a CPM network (diagram of activities) and a computer-generated schedule (print-out) as specified herein. The format shall be the activity-on-node precedence network.
- C. The Contractor shall develop its own outline of the work and prepare its proposed CPM schedule. The computer-based schedule shall be the product of a recognized commercial computer software producer and shall meet all of the requirements defined herein.

1.02 QUALIFICATIONS:

- A. The Contractor shall have the capability of preparing and utilizing the specified CPM scheduling technique. A statement of CPM capability shall be submitted by the Contractor in writing to the Engineer within 10 days after the issuance of the Notice to Proceed to verify that either the Contractor's organization has in-house capability qualified to use the technique or that the Contractor employs a consultant who is so qualified. Capability shall be verified by description of the construction projects to which the Contractor or its consultant has successfully applied the CPM scheduling technique and which were controlled throughout the duration of the project by means of systematic use and updating of a computer-based CPM schedule. The submittal shall include the name of the individual on the Contractor's staff who will be responsible for the CPM schedule and for providing the required updating information.

1.03 SUBMITTALS:

- A. Submit under provisions of Section 01 33 23.
- B. Within 10 days following the issuance of the Notice to Proceed, the Contractor shall submit the CPM Schedule to the Engineer for review and acceptance. The Contractor shall submit to the Engineer a preliminary network defining the planned operations during the first 60 calendar days after the issuance of the Notice to Proceed. The Contractor's general approach for the balance of the project shall be indicated. Cost of activities expected to be completed or partially completed before submission and approval of the complete network shall be included.

1.04 APPROVED CPM SCHEDULE:

- A. Following review by the Engineer, the Contractor shall incorporate the Engineer's comments into the network and submit the revised network and computer-generated schedule. This final submittal shall be delivered to the Engineer within 60 days after the issuance of the Notice to Proceed.
- B. CPM schedules, which contain activities showing negative, float or which extend beyond the contract completion date in the computer-generated schedule will not be approved.
- C. The approved network shall then be the approved CPM schedule to be used by the Contractor for planning, organizing and directing the work, and reporting progress.
- D. Approval of the CPM activity network by the Engineer is advisory only and shall not relieve the Contractor of responsibility for accomplishing the work within the contract completion date. Omissions and errors in the approved CPM schedule shall not excuse performance less than that required by the Contract. Approval by the Engineer in no way makes the Engineer an insurer of the CPM schedule's success or liable for time or cost overruns flowing from its shortcomings. The Owner hereby disclaims any obligation or liability by reason of approval by its agent, the Engineer, of the CPM schedule.
- E. The CPM activity network shall be submitted on sheets 24-in by 36-in and may be divided into as many separate sheets as required. An electronic file in PDF format shall be submitted concurrent with the hard copy schedule.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.01 NETWORK REQUIREMENTS:

- A. The network shall show the order and inter-dependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. The **basic concept of a network analysis diagram** shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities.
- B. Detailed network activities shall include: construction activities, the submittal and approval of shop drawings, the procurement of materials and equipment, fabrication of materials and equipment and their delivery, installation and testing, start-up and training. The Contractor shall break the work into activities with durations no longer than twenty working days each, except as to non-construction activities (such as procurement of materials and delivery of equipment) and any other activities for which the Engineer may approve the showing of longer duration. To the extent feasible, **activities related** to a specific physical area of the work should be grouped on the network for ease of understanding and simplification.

- C. Separate activities shall be provided for each significant identifiable function in each trade area in each facility. Activities shall be so identified that there will be no reasonable doubt as to how much work remains on each. Specific activities which shall be included are: all subcontract work, all interface work between subcontractors and between the Contractor and subcontractors, leakage tests of pipelines, electrical connections to each item of equipment, supplier and manufacturer technical assistance, mechanical connections to each item of equipment, all tests, concrete finishing, each item of site work, (including restraints on other activities) and all utilities, fuels and chemicals.
- D. Each activity on the network shall have the following indicated on the NODE representing it.
 - 1. A single duration (i.e., the single best estimate of elapsed time considering the scope of the work involved in the activity and the resources planned for accomplishing the activity) expressed in working days.
 - 2. A five character (or less) code indicative of the party responsible for accomplishing the activity.
 - 3. A cost estimate for each activity which, when accumulated with the cost of all activities, equals the total contract cost. Estimated overhead and profit shall be prorated throughout all activities. Materials costs shall be assigned to delivery activities.
 - 4. A brief description of the activity.
- E. The selection and number of activities shall be subject to the Engineer's approval. The detailed network need not be time scaled but shall be drafted to show a continuous flow from left to right with no flow from right to left. In addition to the brief description, the Contractor shall submit a separate list of all activities containing a detailed narrative of the scope of each activity, including the trades, subcontractors involved, and number of man-hours estimated.
- F. To the extent that the network or any revision thereof shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include on a network any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the review of the network by the Engineer.
- G. Except where earlier completions are specified, CPM schedules, which show completion of all work prior to the contract completion date, may be approved by the Engineer but in no event shall they be acceptable as a basis for claim for delay against the Owner by the Contractor.

3.02 COMPUTER-GENERATED SCHEDULE REQUIREMENTS:

A. Each computer-generated schedule submittal from the CPM activity network shall include the following tabulations: a list of activities in numerical order, a list of activity precedence's, a schedule sequenced by Early Start Date and a schedule sequenced by Total Float. Each schedule shall include the following minimum items:

1. Activity numbers
2. Estimated duration
3. Activity description
4. Early start date (calendar dated)
5. Early finish date (calendar dated)
6. Latest allowable start date (calendar dated)
7. Latest allowable finish date (calendar dated)
8. Status (whether critical)
9. Estimated cost of the activity
10. Total float and free float

B. In addition, each schedule shall be prefaced with the following summary data:

1. Contract name and number
2. Contractor's Name
3. Contract duration
4. Contract schedule
5. The effective or starting date of the schedule.

C. The workday to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays, adverse weather and all other special requirements of the work.

3.03 PROGRESS REPORTING:

- A. Progress under the approved CPM schedule shall be evaluated monthly by the Contractor. Not less than seven days prior to each monthly progress meeting, The Contractor shall evaluate the status of each activity on which work has started or is due to start, based on the preceding CPM schedule; to **show actual progress**, to identify those activities started and those completed during the previous period, to show the estimated time required to complete or the percent complete of each activity started but not yet completed and to reflect any changes indicated for the network. Activities shall not be considered complete until they are, in fact, 100 percent complete.
- B. At each progress meeting the Contractor shall submit a narrative report based on the CPM schedule evaluation described above, in a format agreed upon by the Contractor and the Engineer. The report shall include a description of the progress during the previous period in terms of completed activities, an explanation of each activity which is showing a delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates and an explanation of corrective action taken or proposed. This report, as well as the CPM Status Report, will be discussed at each progress meeting.

3.04 RESPONSIBILITY FOR SCHEDULE COMPLIANCE:

- A. Whenever it becomes apparent from the current CPM schedule and narrative report that delays to the critical path have resulted and the contract completion date will not be met, the Contractor shall take some or all of the following actions at no additional cost to the Owner. It shall submit to the Engineer for approval, a written statement of the steps it intends to take to remove or arrest the delay to the critical path in the approved schedule.

3.05 ADJUSTMENT OF CONTRACT SCHEDULE AND COMPLETION TIME:

- A. If the Contractor desires to make changes in its method of operating which affect the approved CPM schedule, it shall notify the Engineer in writing stating what changes are proposed and the reason for the change. If the Engineer approves these changes, the Contractor shall revise and submit for approval, without additional cost to the Owner, all of the affected portions of the CPM network. The Contractor shall adjust the CPM schedule only after prior approval of its proposed changes by the Engineer.
- B. If the completion of any activity, whether or not critical, falls more than 100 percent behind its approved duration, the Contractor shall submit for approval a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.
- C. Shop drawings which are not approved on the first submittal or within the schedule time and equipment which do not pass the specified tests shall be immediately rescheduled.

- D. The contract time will be adjusted only for causes specified in this Contract. In the event the Contractor requests an extension of any contract completion date, it shall furnish such justification and supporting evidence as the Engineer may deem necessary to determine whether the Contractor is entitled to an extension of time under the provisions of this Contract. The Engineer will, after receipt of such justification and supporting evidence, make findings of fact and will advise the Contractor in writing thereof. If the Engineer finds that the Contractor is entitled to any extension of any contract completion date, the Engineer's determination as to the total number of day's extension shall be based upon the currently approved CPM schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule. Actual delays in activities, which, according to the CPM schedule, do not affect any contract completion date shown by the critical path in the network, will not be the basis for a change therein.
- E. Each request for change in any contract completion date shall be submitted by the Contractor to the Engineer within 30 days after the beginning of the delay for which a time extension is requested but before the date of final payment under this Contract. No time extension will be granted for requests, which are not submitted within the foregoing time limit.

3.06 COORDINATING SCHEDULES WITH OTHER CONTRACT SCHEDULES:

- A. Where work is to be performed under this Contract concurrently with or contingent upon work performed on the same facilities or area under other contracts, the Contractor's CPM Schedule shall be coordinated with the schedules of the other contracts. The Contractor shall obtain the schedules of the other appropriate contracts from the Owner for the preparation and updating of its CPM schedule and shall make the required changes in its schedule when indicated by changes in corresponding schedules.
- B. In case of interference between the operations of different contractors, the Owner will determine the work priority of each Contractor and the sequence of work necessary to expedite the completion of the entire project. In all such cases, the decision of the Owner shall be accepted as final. The temporary delay of the Contractor's work due to such circumstances shall not be considered as justification for claims for additional compensation.

END OF SECTION

SECTION 01 32 33

CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Concealed Work photographs.
 - 3. Periodic construction photographs.
 - 4. Final Completion construction photographs.
- B. Related Requirements:
 - 1. Section 01 78 00 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
 - 2. Section 02 41 19 "Selective Demolition" for photographic documentation before selective demolition operations commence.

1.03 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three days of taking photographs.
 - 1. Submit photos thumb-drive or by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
 - 2. Identification: Provide the following information with each image description in file metadata tag or in web-based Project management software site:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Date photograph was taken.
 - f. Description of location, vantage point, and direction.
 - g. Unique sequential identifier keyed to accompanying key plan.

1.04 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels, and with vibration-reduction technology. Use flash in low light levels or backlit conditions.
- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- C. Metadata: Record accurate date and time and GPS location data from camera.
- D. File Names: Name media files with date and sequential numbering suffix.

1.05 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs with maximum depth of field and in focus.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
 - 1. Flag construction limits before taking construction photographs.
 - 2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
 - 3. Take 100 photographs of existing buildings either on or adjoining property, to accurately record physical conditions at start of construction.
 - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:
 - 1. Waterproofing and weather-resistant barriers.
- E. Periodic Construction Photographs: Take 50 photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs: Take 100 photographs after date of Substantial Completion for submission as Project Record Documents. Architect will inform photographer of desired vantage points.

G. Additional Photographs: Architect may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.

1. Three days' notice will be given, where feasible.
2. In emergency situations, take additional photographs within 24 hours of request.
3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Photographs shall be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
 - d. Substantial Completion of a major phase or component of the Work.
 - e. Extra record photographs at time of final acceptance.
 - f. Owner's request for special publicity photographs.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 33 23

SUBMITTALS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The Contractor shall provide the Engineer with submittals as required by the contract documents.

1.02 RELATED WORK:

- A. Divisions 1 – 48 of these specifications that require submittals.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 GENERAL:

- A. As required by the General Conditions, Contractor shall submit a schedule of shop and working drawing submittals.
- B. The Contractor shall submit the shop and working drawing submittals either electronically or hard copy.

3.02 ELECTRONIC SUBMITTALS:

- A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Engineer by email (Selfridge.Genny@wseinc.com), one electronic copy in Portable Document Format (PDF) of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.
- B. Each electronic copy of the shop or working drawing shall be accompanied by the Engineer's standard shop drawing transmittal form, included as Exhibit 1 of this section (use only for electronic submittals), on which is a list of the drawings, descriptions and

numbers and the names of the Owner, Project, Contractor and building, equipment or structure.

- C. The Contractor shall receive a shop drawing memorandum with the Engineer's approval or comments via email.

3.03 HARD COPY SUBMITTALS:

- A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Engineer, by mail (to Weston & Sampson Engineers, attention: CSD), six (6) copies each of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.
- B. Each shipment of drawings shall be accompanied by the Engineer's (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, Contractor and building, equipment or structure.

3.04 SHOP AND WORKING DRAWINGS:

- A. Shop and working drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish of shop coat, grease fittings, etc., depending on the subject of the drawings. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for this Contract.
- B. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from its subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24-inch by 36-inch sheets, except those, which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Owner, Project, Contractor and building, equipment or structure to which the drawing applies, and shall be suitably numbered. Each shipment of drawings shall be accompanied by the Engineer's (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names mentioned above.
- C. Only drawings that have been prepared, checked and corrected by the fabricator should be submitted to the Contractor by its subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Contract Documents in all respects. Shop drawings shall be reviewed and marked with the date, checker's name and indication of the Contractor's approval, and only then shall be submitted to the Engineer. Shop drawings unsatisfactory to the Contractor shall be returned directly to their source for correction, without submittal to the Engineer. Shop drawings submitted to the Engineer without the Contractor's approval stamp and signature will

be rejected. Any deviation from the Contract Documents indicated on the shop drawings must be identified on the drawings and in a separate submittal to the Engineer, as required in this section of the specifications and General Conditions.

- D. The Contractor shall be responsible for the prompt submittal and resubmittal, as necessary, of all shop and working drawings so that there will be no delay in the work due to the absence of such drawings.
- E. The Engineer will review the shop and working drawings as to their general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections of comments made on the drawings during the review do not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating its work with that of all other trades; and performing its work in a safe and satisfactory manner. The review of the shop drawings is general and shall not relieve the Contractor of the responsibility for details of design, dimensions, code compliance, etc., necessary for interfacing with other components, proper fitting and construction of the work required by the Contract and for achieving the specified performance. The Engineer will review submittals two times: once upon original submission and a second time if the Engineer requires a revision or corrections. The Contractor shall reimburse the Owner amounts charged to the Owner by the Engineer for performing any review of a submittal for the third time or greater.
- F. With few exceptions, shop drawings will be reviewed and returned to the Contractor within 30 days of submittal.
- G. No material or equipment shall be purchased or fabricated especially for this Contract nor shall the Contractor proceed with any portion of the work, the design and details of which are dependent upon the design and details of equipment or other features for which review is required, until the required shop and working drawings have been submitted and reviewed by the Engineer as to their general conformance and compliance with the project and its Contract Documents. All materials and work involved in the construction shall then be as represented by said drawings.
- H. Two copies of the shop and working drawings and/or catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when it needs more than two copies or when so requested.

3.05 SAMPLES:

- A. Samples specified in individual Sections include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual

effect, graphic symbols, and units of work to be used by the Engineer or Owner for independent inspection and testing, as applicable to the work.

- B. The number of samples submitted shall be as specified. Submittal and processing of samples shall follow the procedures outlined for shop and working drawings unless the specifications call for a field submittal or mock-up.
- C. Acceptance of samples will be acknowledged via a copy of the transmittal noting status. When samples are not acceptable, prompt resubmittal will be required.

3.06 OPERATING AND MAINTENANCE MANUALS AND SPARE PARTS LISTS:

- A. Submit operation and maintenance manuals and spare parts lists in accordance with Section 01 33 23.13 SUBMITTAL OF OPERATION AND MAINTENANCE MANUALS.

END OF SECTION

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SECTION 01 33 23.13

SUBMITTAL OF OPERATION AND MAINTENANCE MANUALS

PART 1 - GENERAL:

1.01 OPERATION AND MAINTENANCE MANUALS:

- A. As required by the General Conditions, and Section 01 92 13 OPERATION AND MAINTENANCE MANUALS and Technical Specifications, the Contractor shall submit a schedule of Operation and Maintenance Manuals.
- B. In accordance with the schedule, the Contractor shall submit promptly to the Engineer, through its authorized resident representative at the job site, or by mail, attention: CSD, four (4) physical/hard copies each of Operation and Maintenance Manual required as noted in the technical specifications sections for this Contract and (1) digital copy on a flash drive.
- C. The manuals shall be prepared in accordance with Specification Section 01 92 13 - OPERATION AND MAINTENANCE MANUALS.
- D. Such manuals shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawings.
- E. All manuals shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining manuals from his subcontractors and returning reviewed manuals to them. A Weston & Sampson standard shop drawing transmittal form with a description of the manual shall accompany each shipment of manuals.
- F. The Contractor shall be responsible for the prompt submittal and resubmittal, as necessary, of all manuals so that there will be no delay in the startup operation of the facility due to the absence of such manuals.
- G. The Engineer will review the manuals as to their general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections of comments made in the manuals during the review does not relieve the Contractor from compliance with requirements of the Contract Documents.
- H. With few exceptions, O&M Manuals will be reviewed and returned to the Contractor within 30 days of submittal.

1.02 RELATED WORK:

- A. Section 01 33 23 SUBMITTALS

B. Section 01 78 00 PROJECT CLOSEOUT

C. Section 01 92 13 OPERATION AND MAINTENANCE MANUALS

1.03 SUBMITTAL OF OPERATION AND MAINTENANCE MANUALS AND SPARE PARTS LISTS:

A. Where reference is made in technical specification sections to operating and maintenance manuals and/or spare parts lists, the Contractor shall submit four copies to the Engineer for review in accordance with the following instructions:

1. Four complete sets of operation and maintenance instructions covering all equipment furnished under the Contract requiring operation and maintenance manuals shall be delivered directly to Weston & Sampson Engineers, Inc, 100 Foxborough Boulevard, Suite 250, Foxborough, MA 02035, Attention: Truro DPW.
 2. Submission and approval of each set of manuals is considered an integral part of furnishing and installing respective equipment or systems. Measurement for payment of equipment requiring an operation and maintenance manual will not exceed 92 percent, until the manuals meet the requirements of the contract documents.
 3. Submit four copies of first draft volumes as required in Specification Sections 01 33 23.13 and 01 92 13. This first draft shall contain all currently available product data. One copy will be returned with comments.
 4. Submit four copies of completed second draft volumes in final form 90 days prior to startup and after Physical checkout to include the additional requirements set forth in paragraph 1.07.R of Section 01 92 13 OPERATION AND MAINTENANCE MANUALS.
 5. Submit four copies of the Final Operation and Maintenance Manuals as required in Section 01 78 00 PROJECT CLOSEOUT.
- B. If the submittal is complete and does not require any changes, an acknowledgement (copy of transmittal) will be returned noting status. If the submittal is incomplete or does require changes, corrections, additions, etc., one copy of the submittal will be returned with a copy of transmittal noting status.
- C. For systems requiring field adjustment and balancing, such as heating and ventilating, the Contractor shall submit separate test results and adjustment data on completion of the work, to be incorporated into the system manual.
- D. The information included in the manual shall be as described in the individual specification sections, but as a minimum shall contain clear and concise instructions for operating, adjusting, lubricating and maintaining the equipment, an exploded

assembly drawing, identifying each part by number and a listing of all parts of the equipment, with part numbers and descriptions required for ordering spare parts. Spare parts lists shall include recommended quantity and price.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01 35 29

HEALTH AND SAFETY PLAN

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Prior to the start of work on the site, Contractor shall prepare and submit a site-specific health and safety plan in accordance with paragraph 1.04 below. Work may not proceed at the project site until the Contractor's health and safety plan has been received and reviewed by the Engineer.

1.02 REFERENCES:

- A. OSHA 29 CFR 1910.120

1.03 RELATED WORK:

- A. Section 02 41 19, SELECTIVE DEMOLITION

1.04 PREPARATION OF A SITE-SPECIFIC HEALTH AND SAFETY PLAN:

- A. Prior to the start of work on the Site, and no later than seven (7) calendar days after the date of the Notice to Proceed, Contractor shall prepare and submit an initial Site-specific Health and Safety Plan which includes consideration of all known and potential hazards at the Site. Work may not proceed at the project Site until the Contractor's Health and Safety Plan has been received by Engineer.
- B. The Health and Safety Plan shall be submitted to the Engineer for review, before any work can be initiated. The Contractor is responsible for its workers' and Subcontractors' health and safety. Therefore, the Engineer will only review the Contractor's Health and Safety Plan for relevant content. The Contractor shall implement, maintain, and enforce these procedures during all phases of the Work associated with the description of work described in this Section.
- C. The Health and Safety Plan shall include Site access provisions that effectively limit access to work areas to only those persons in full compliance with the requirements of the Occupational Safety and Health Administration (OSHA) 29 Code of Federal Regulations (CFR) 1910.120.
- D. The Contractor shall be cognizant of the minimum health and safety plan standards set forth in 29 CFR 1910.120 and 29 CFR 1926. The Health and Safety Plan shall include, but not be limited to, the minimum requirements specified in Part 2 of this Section.

PART 2 – PRODUCTS

2.01 HEALTH AND SAFETY PLAN:

A. The health and safety plan shall include, but not necessarily be limited to the following:

1. Identification of Contractor's Site Safety Officer.
2. Identification of Hazards and Risks Associated with Project.
3. Contractor's Standard Operating Procedures, Including Personnel Training and Field Orientation.
4. Respiratory Protection Training Requirements.
5. Levels of Protection and Selection of Equipment Procedures.
6. Type of Medical Surveillance Program.
7. Personal Hygiene Requirements and Guidelines.
8. Zone Delineation of the Project Site.
9. Site Security and Entry Control Procedures.
10. Field Monitoring of Site Contaminants.
11. Contingency and Emergency Procedures.
12. Listing of Emergency Contacts.

PART 3 - EXECUTION

3.01 PERSONAL PROTECTIVE EQUIPMENT:

A. The personal protective equipment required to provide the appropriate level of dermal and respiratory protection shall be determined based on the results of continuous air monitoring performed by the Contractor and the standards set forth in the Contractor's health and safety plan. The Engineer may conduct duplicate air monitoring for quality control purposes. Modified Level D protection shall be the minimum requirement for all on-site personnel.

END OF SECTION

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SECTION 01 42 00

REFERENCES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.03 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if

bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
 - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.04 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. AABC - Associated Air Balance Council; www.aabc.com.
 - 2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
 - 3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
 - 4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
 - 5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
 - 6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
 - 7. ABMA - American Boiler Manufacturers Association; www.abma.com.
 - 8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
 - 9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
 - 10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
 - 11. AF&PA - American Forest & Paper Association; www.afandpa.org.
 - 12. AGA - American Gas Association; www.aga.org.
 - 13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
 - 14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
 - 15. AI - Asphalt Institute; www.asphaltinstitute.org.
 - 16. AIA - American Institute of Architects (The); www.aia.org.
 - 17. AISC - American Institute of Steel Construction; www.aisc.org.
 - 18. AISI - American Iron and Steel Institute; www.steel.org.

19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
34. ASSP - American Society of Safety Professionals (The); www.assp.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AVIXA - Audiovisual and Integrated Experience Association; (Formerly: Infocomm International); www.soundandcommunications.com.
38. AWEA - American Wind Energy Association; www.awea.org.
39. AWI - Architectural Woodwork Institute; www.awinet.org.
40. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
41. AWWA - American Water Works Association; www.awwa.org.
42. AWS - American Welding Society; www.aws.org.
43. AWWA - American Water Works Association; www.awwa.org.
44. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
45. BIA - Brick Industry Association (The); www.gobrick.com.
46. BICSI - BICSI, Inc.; www.bicsi.org.
47. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
48. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
49. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
50. CDA - Copper Development Association; www.copper.org.
51. CE - Conformance Européenne; <http://ec.europa.eu/growth/single-market/ce-marking/>.
52. CEA - Canadian Electricity Association; www.electricity.ca.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.compositepanel.org.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.

63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csa-group.org.
65. CSI - Construction Specifications Institute (The); www.csiresources.org.
66. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
67. CTA - Consumer Technology Association; www.cta.tech.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.coolingtechnology.org.
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
71. DHA - Decorative Hardwoods Association; (Formerly: Hardwood Plywood & Veneer Association); www.decorativehardwoods.org.
72. DHI - Door and Hardware Institute; www.dhi.org.
73. ECA - Electronic Components Association; (See ECIA).
74. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
75. ECIA - Electronic Components Industry Association; www.eciaonline.org.
76. EIA - Electronic Industries Alliance; (See TIA).
77. EIMA - EIFS Industry Members Association; www.eima.com.
78. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
79. EOS/ESD Association; (Electrostatic Discharge Association); www.esda.org.
80. ESTA - Entertainment Services and Technology Association; (See PLASA).
81. ETL - Intertek (See Intertek); www.intertek.com.
82. EVO - Efficiency Valuation Organization; www.evo-world.org.
83. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
84. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
85. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
86. FM Approvals - FM Approvals LLC; www.fmglobal.com.
87. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
88. FRSA - Florida Roofing, Sheet Metal Contractors Association, Inc.; www.floridarooft.com.
89. FSA - Fluid Sealing Association; www.fluidsealing.com.
90. FSC - Forest Stewardship Council U.S.; www.fscus.org.
91. GA - Gypsum Association; www.gypsum.org.
92. GANA - Glass Association of North America; (See NGA).
93. GS - Green Seal; www.greenseal.org.
94. HI - Hydraulic Institute; www.pumps.org.
95. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
96. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
97. HPVA - Hardwood Plywood & Veneer Association; (See DHA).
98. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
99. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
100. IAS - International Accreditation Service; www.iasonline.org.
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; www.iccsafe.org.
103. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
104. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
105. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
106. IEC - International Electrotechnical Commission; www.iec.ch.
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.

108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
111. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
112. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.org.
113. II - Infocomm International; (See AVIXA).
114. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
115. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
116. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
117. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
118. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
119. ISO - International Organization for Standardization; www.iso.org.
120. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
121. ITU - International Telecommunication Union; www.itu.int/home.
122. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
123. LMA - Laminating Materials Association; (See CPA).
124. LPI - Lightning Protection Institute; www.lightning.org.
125. MBMA - Metal Building Manufacturers Association; www.mbma.com.
126. MCA - Metal Construction Association; www.metalconstruction.org.
127. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
128. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
129. MHIA - Material Handling Industry of America; www.mhia.org.
130. MIA - Marble Institute of America; (See NSI).
131. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
132. MPI - Master Painters Institute; www.paintinfo.com.
133. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
134. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
135. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
136. NADCA - National Air Duct Cleaners Association; www.nadca.com.
137. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
138. NALP - National Association of Landscape Professionals; www.landscapeprofessionals.org.
139. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
140. NBI - New Buildings Institute; www.newbuildings.org.
141. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
142. NCMA - National Concrete Masonry Association; www.ncma.org.
143. NEBB - National Environmental Balancing Bureau; www.nebb.org.
144. NECA - National Electrical Contractors Association; www.necanet.org.
145. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
146. NEMA - National Electrical Manufacturers Association; www.nema.org.
147. NETA - InterNational Electrical Testing Association; www.netaworld.org.
148. NFHS - National Federation of State High School Associations; www.nfhs.org.
149. NFPA - National Fire Protection Association; www.nfpa.org.
150. NFPA - NFPA International; (See NFPA).

151. NFRC - National Fenestration Rating Council; www.nfrc.org.
152. NGA - National Glass Association (The); (Formerly: Glass Association of North America); www.glass.org.
153. NHLA - National Hardwood Lumber Association; www.nhla.com.
154. NLGA - National Lumber Grades Authority; www.nlga.org.
155. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
156. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
157. NRCA - National Roofing Contractors Association; www.nrca.net.
158. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
159. NSF - NSF International; www.nsf.org.
160. NSI - National Stone Institute; (Formerly: Marble Institute of America); www.naturalstoneinstitute.org.
161. NSPE - National Society of Professional Engineers; www.nspe.org.
162. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
163. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
164. NWFA - National Wood Flooring Association; www.nwfa.org.
165. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
166. PDI - Plumbing & Drainage Institute; www.pdionline.org.
167. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
168. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
169. RFCI - Resilient Floor Covering Institute; www.rfci.com.
170. RIS - Redwood Inspection Service; www.redwoodinspection.com.
171. SAE - SAE International; www.sae.org.
172. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
173. SDI - Steel Deck Institute; www.sdi.org.
174. SDI - Steel Door Institute; www.steeldoor.org.
175. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
176. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
177. SIA - Security Industry Association; www.siaonline.org.
178. SJI - Steel Joist Institute; www.steeljoist.org.
179. SMA - Screen Manufacturers Association; www.smainfo.org.
180. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
181. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
182. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
183. SPIB - Southern Pine Inspection Bureau; www.spib.org.
184. SPRI - Single Ply Roofing Industry; www.spri.org.
185. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
186. SSINA - Specialty Steel Industry of North America; www.ssina.com.
187. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
188. STI - Steel Tank Institute; www.steeltank.com.
189. SWI - Steel Window Institute; www.steelwindows.com.
190. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
191. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
192. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
193. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
194. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.

195. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
196. TMS - The Masonry Society; www.masonrysociety.org.
197. TPI - Truss Plate Institute; www.tpinst.org.
198. TPI - Turfgrass Producers International; www.turfgrasssod.org.
199. TRI - Tile Roofing Institute; www.tilerroofing.org.
200. UL - Underwriters Laboratories Inc.; www.ul.com.
201. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
202. USAV - USA Volleyball; www.usavolleyball.org.
203. USGBC - U.S. Green Building Council; www.usgbc.org.
204. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
205. WA - Wallcoverings Association; www.wallcoverings.org.
206. WASTEC - Waste Equipment Technology Association; www.wastec.org.
207. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
208. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
209. WDMA - Window & Door Manufacturers Association; www.wdma.com.
210. WI - Woodwork Institute; www.wicnet.org.
211. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.

15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
 16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
 17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
 18. USP - U.S. Pharmacopeial Convention; www.usp.org.
 19. USPS - United States Postal Service; www.usps.com.
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.govinfo.gov.
 2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
 3. DSCC - Defense Supply Center Columbus; (See FS).
 4. FED-STD - Federal Standard; (See FS).
 5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
 6. MILSPEC - Military Specification and Standards; (See DOD).
 7. USAB - United States Access Board; www.access-board.gov.
 8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
 2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
 3. CDHS; California Department of Health Services; (See CDPH).
 4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
 5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
 6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
 7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservation.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 43 39

MOCKUPS

PART 1 - GENERAL

1.01 SUMMARY

- A. Mockup requirements.
 - 1. Mockup assemblies are required for, but not limited to the following:
 - a. Onsite exterior wall section sample panel.
 - 2. Additional field samples and mockups specified in individual Specification Sections.
- B. All Mockups specified herein, under other Sections of the Specifications, and shown on drawings will be reviewed and approved by the Engineer and Owner. Unaccepted Mockups shall be replaced or reconstructed in part or in total and the extent of the replacement or reconstruction shall be at the discretion of the Engineer and Owner. The Contractor shall carry forth mockup replacement or reconstruction until Engineer's acceptance is obtained. Mockup costs, including as many replacements or reconstruction as necessary to gain Engineer's acceptance, shall be included in the Contract Cost and Schedule.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - CAST-IN-PLACE CONCRETE.
- B. Section 04 20 00 - UNIT MASONRY.
- C. Section 05 40 00 - COLD-FORMED METAL FRAMING.
- D. Section 05 50 00 – METAL FABRICATIONS.
- E. Section 06 10 00 - ROUGH CARPENTRY.
- F. Section 06 16 00 - SHEATHING.
- G. Section 07 21 00 - THERMAL INSULATION.
- H. Section 07 26 00 – VAPOR RETARDERS.
- I. Section 07 27 13 - MODIFIED BITUMINOUS SHEET AIR BARRIERS.
- J. Section 07 92 00 - JOINT SEALERS.
- K. Section 08 43 13 – ALUMINUM-FRAMED STOREFRONTS.
- L. Section 08 45 13 – STRUCTURED- POLYCARBONATE PANEL ASSEMBLIES.
- M. Section 13 42 00 – PRE-ENGINEERED METAL BUILDING.

1.03 SUBMITTALS

- A. Information and Review Submittals: Submit the following under provisions of Section 01 33 23 - SUBMITTALS:
 - 1. Submit shop drawing of mockup indicating sizes, finishes, method of construction and installation of each component.

1.04 GENERAL

- A. Scheduling: All specified Mockups are required to be fabricated, reviewed and accepted prior to ordering of materials for the project, and prior to construction of building elements which the Mockups demonstrate.
- B. Where requested by Engineer, or as specified in individual specification sections, assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals, and finishes. Remove Mockup assemblies prior to date of Final Inspection, or as directed.
- C. Mockups, when approved by the Engineer, will be used as datum for comparison with the remainder of the Work for the purposes of acceptance or rejection. Maintain Mockup throughout construction period near Project Trailer until Substantial Completion or as otherwise directed by Engineer.
 - 1. Approval of Mockups and field samples do not constitute approval of deviations from the Contract Documents.
 - 2. Finishes, colors and textures of components shall be as specified for each component and shall be selected by the Engineer.
- D. Demolish and remove from site prior to requesting inspection for certification of Substantial Completion, all Mockups which are not permitted to remain as part of the finished work.

1.05 COORDINATION

- A. Coordinate work of trades and schedule elements to expedite the fabricating, furnishing, and installation of multiple component Mockups specified herein, in other Sections of the Specifications, and as shown in the Contract Documents.

PART 2 - PRODUCTS

2.01 EXTERIOR WALL SECTION MOCKUP

- A. Mockup Unit: Shall consist of one full size facsimile exterior wall section, using specified products as noted below. Mock-up shall be a minimum 12 feet high by 6 feet wide.
 - 1. General description: Mockup unit shall include exterior masonry construction, with structural steel, light gage steel stud framing backup and sheathing assembly as well as concrete backup. Mockup shall include all components specified and indicated which are typical to the exterior wall construction and additional components specified herein.

- a. Fabricate mockup unit with masonry as specified, with selected mortar and backup consisting of specified metal studs, exterior sheathing board on both sides of studs and masonry backup both with specified brick anchors.
 - 1) Provide additional metal stud framing and cross-bracing required for construction of various components of the mockup panel.
 - 2) Provide concealed various wood blocking, edgings, nailers, curbs, and cants required for receipt of various finishes and surfacing materials.
 - b. Fabricate aluminum storefront unit with glazing.
 - c. Include into mockup assembly all flashing, joint sealers, and all finish trim and accessories necessary to show typical completed construction.
 2. Finishes, colors and textures of components shall be as specified for each component and shall be selected by the Engineer.
- B. Components to be included in the mockup include, but are not limited to:
 1. Section 03 30 00 - CAST-IN-PLACE CONCRETE.
 - a. Provide a concrete foundation wall to a depth required to support wall mockup.
 2. Section 04 20 00 - UNIT MASONRY.
 - a. Provide type of concrete masonry units and colored mortar specified, installed over cast in place concrete and cold formed metal framing and gypsum sheathing with specified anchorage devices.
 - b. Provide bond pattern, mortar color, and joint type to be used in the Work.
 - c. Provide rigid insulation over masonry backup.
 3. Section 05 40 00 - COLD-FORMED METAL FRAMING:
 - a. Provide cold formed metal stud framing with bracing for construction and support of the mockup panel.
 4. Section 05 50 00 - METAL FABRICATIONS.
 - a. Provide galvanized steel lintels for openings in the mockup panel.
 5. Section 06 10 00 - ROUGH CARPENTRY:
 - a. Provide wood blocking at typical locations as part of mockup.
 6. Section 06 16 00 - SHEATHING:
 - a. Install sheathing board with taped joints and metal and membrane flashing.
 - b. Provide rigid insulation over sheathing and masonry backup.
 7. Section 07 26 00 - VAPOR RETARDERS:
 - a. Typical as detailed on Drawings.
 8. Section 07 27 13 - MODIFIED BITUMINOUS SHEET AIR BARRIERS:
 - a. Provide air barrier over sheathing and masonry backup including typical flashing conditions and transitional tie-ins to storefront.
 9. Section 07 62 00 - SHEET METAL FLASHING AND TRIM:
 - a. Provide typical metal flashing built into masonry construction.

10. Section 07 92 00 - JOINT SEALERS:
 - a. Provide joint sealant at perimeter of all components. Colors shall be selected by the Engineer.
11. Section 08 43 13 - ALUMINUM FRAMED STOREFRONTS:
 - a. Provide typical assembly.
12. Section 08 45 13 - STRUCTURED- POLYCARBONATE PANEL ASSEMBLIES.
 - a. Provide typical panel assembly.
13. Section 13 42 00 - PRE-ENGINEERED METAL BUILDING.
 - a. Provide structural steel framing, insulated wall panels and all flashing and accessory items.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Construct Mockups at locations indicated or, if not indicated, at locations directed by the Engineer.
- B. Construct Mockup in time to make product and/or assembly modifications without delaying production work, and maintain near Project Trailer.

3.02 INSTALLATION

- A. Construct Mockup to duplicate actual job conditions.
 1. Locate at an area on site as directed by the Engineer.
 2. Provide foundations, bases, supports and braces adequate to make Mockup stable and safe.
- B. Provide weather protection for materials in Mockups that are not exposed to weather in intended service.

3.03 REMOVAL

- A. Retain Mockups during construction as a standard for judging completed work until time designated by the Engineer and the Owner.
 1. Completely demolish and remove Mockups from the job site at time designated by Engineer.
 2. Accepted Mockups (which are specifically identified by the Engineer to become part of the work) may be incorporated into the work provided they are not damaged during subsequent construction.

END OF SECTION

SECTION 01 45 00
QUALITY CONTROL

PART 1 - GENERAL

1.01 SUMMARY

- A. General quality assurance and control of installation.
- B. Site safety, worker safety and training.
- C. Contractor's quality control (QC) program.
- D. Source quality control.
- E. Field samples and mock-ups.
- F. Manufacturer's field services and reports.
- G. Field quality control, Owner's right for confirmation.

1.02 RELATED REQUIREMENTS

- A. Section 01 43 39 - MOCK-UPS.
- B. Section 01 45 29 - TESTING LABORATORY SERVICES.

1.03 GENERAL QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including performance of each step in sequence. Notify Engineer when manufacturers' instructions conflict with the provisions and requirements of the Contract Documents; obtain clarification before proceeding with the work affected by the conflict.
- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate high standards or more precise workmanship.
- D. Perform work by persons qualified to produce workmanship of specified quality.
- E. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.04 SITE SAFETY, WORKER SAFETY AND TRAINING

- A. General: The Contractor (and his Filed-Subcontractors) shall, at all times, exercise reasonable precautions for the safety of all persons. All rules, regulations, and laws concerning safety that are in effect at the work site, and in particular, all applicable regulations of the Occupational Safety and Health

Administration (OSHA) of the U.S. Government, in addition to specified requirements shall be complied with in all respects.

1. Contractor's responsibility for safety shall apply continuously twenty four (24) hours per Day during the term of this Contract and is not limited to normal working hours.
- B. Contractor's safety program: Prior to commencement of the Work, the Contractor shall develop and implement a Safety and Health Plan to comply with the Occupational Safety and Health Administration (OSHA) standards for the Construction Industry and all other applicable Federal, State, local laws and regulations. Contractor's Safety and Health Plan, and included health and safety procedures and policies, shall be submitted to the Engineer and Owner's Representative within fifteen (15) Days after the date of Notice to Proceed and in no event later than commencement of the Work, whichever occurs first.
1. Perform pre planning to ensure access is provided to Fire Department for all areas of the work site throughout the duration of the Contract. The Contractor shall provide the Fire Department site access maps, updated regularly, to reflect changes in the layout of the work site and shall notify the Fire Department when each update is made.
 2. Post and maintain, at prominent locations throughout the Project site, emergency telephone numbers and shall insure that all personnel on site are continuously aware of this information.
 3. Ensure safe access to the Work for the Owner, Engineer, Engineer's consultants, their designated representatives, and all others charged with inspection, testing and monitoring of the Work, and visitors to the site. The Contractor shall furnish site visitors with safety equipment, test equipment, safety apparel and instructions that are required to ensure their safety on site, and in the performance of their duties related to the Work of this Contract
- C. 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 (OSHA) that is at least 10 hours in duration. The OSHA training and certification course shall occur at the time each employee begins work. Furnish documentation to Owner and Engineer, for each employee documenting successful completion of the OSHA safety training and certification course. Submit with the first certified payroll report. Comply fully with all laws and regulations applicable to awards made subject to Massachusetts General Laws (MGL) Chapter 149, Section 44A.

1.05 CONTRACTOR'S QUALITY CONTROL PROGRAM

- A. Procedures: Contractor and each subcontractor shall include all labor, materials, equipment, services and incidental items necessary to implement quality control procedures to the extent necessary to demonstrate and maintain compliance with the Contract Documents.

- B. Quality Control Plan: Within 20 days after Notice to Proceed, the Contractor shall submit a Quality Control (QC) Plan to the Owner's Representative and Engineer for approval. The plan shall address the following, as a minimum:
1. The Contractor's commitment to quality and implementing and managing the QC program.
 2. Identification of the Contractor's onsite QC Manager, with name, qualifications, duties and responsibilities. The QC Manager shall have the authority to direct the removal and replacement of non-conforming work. The QC Manager shall be present for all QC meetings, inspections and tests during the project.
 3. Procedures for addressing and commenting QC with Contractor's staff, all subcontractors and suppliers, and Owner, Engineer and Owner's representative.
 4. Procedures for review of submittals and submittal status, and documentation of same.
 5. Procedures for pre-installation meetings and documentation of same.
 6. Procedures for inspections of deliveries and documentation of same.
 7. Procedures for benchmark inspections, defined as initial installations, and documentation of same.
 8. Procedures for mockup inspections and documentation of same.
 9. Procedures for equipment in place, inspections and documentation of same.
 10. Procedures for inspections prior to closures of concealment and documentation of same.
 11. Procedures for start-up and commissioning and documentation of same.
 12. Procedures for turnover and documentation of same.
 13. Procedures for identifying, recording, tracking correcting and reporting items requiring rework, using a Rolling Completion list chronological item number, phase area, date listed, description, party responsible for correction, date notified, and date corrected.
 14. Procedures for testing and documentation of same.
 15. Procedures for corrective action on Engineer's Field Reports and Testing Agency reports and documentation of same.
- C. Procedures for reporting on all of the above on a monthly basis as a condition precedent to review of the Contractor's application for payment.

1.06 SOURCE QUALITY CONTROL

- A. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- B. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Product Labeling: Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by applicable code(s).
 - 1. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
 - a. Model number.
 - b. Serial number.
 - c. Performance characteristics.

1.07 FIELD SAMPLES

- A. Install field samples demonstrating quality level for the Work, at the site as required by individual specifications Sections for review and acceptance by Engineer. Remove field samples prior to date of Final Inspection, or as directed.

1.08 MOCK-UPS

- A. Comply with requirements of Section 01 43 39 - MOCK-UPS.

1.09 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. When called for by individual Specification Sections, provide at no additional cost to the Owner, manufacturers' or product suppliers' qualified staff personnel, to observe site conditions, start-up of equipment, adjusting and balancing of equipment, conditions of surfaces and installation, quality of workmanship, and as specified under the various Sections.
 - 1. Individuals shall report all observations, site decisions, and instructions given to applicators or installers. Immediately notify Engineer of any circumstances which are supplemental, or contrary to, manufacturer's written instructions.
 - 2. Submit full report within 30 calendar days from observed site conditions to Engineer for review.

1.10 FIELD QUALITY CONTROL

- A. The Owner reserves the right to take samples and perform, at random, tests of approved materials delivered to the job site to verify compliance of actual materials with specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 45 23

STRUCTURAL TESTS AND INSPECTIONS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Provide labor, materials, and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Obtaining, coordinating, and providing notifications to the Owner and Engineer.
 - 2. Provide safe access to the work of this Contract to accommodate the indicated tests and inspections.
 - 3. Implementing corrective action and providing additional tests and/or inspections for work identified as non-conforming by the Independent Testing Agency.

1.02 GENERAL REQUIREMENTS:

- A. The Massachusetts State Building Code, Latest Edition, 780 CMR, requires the Structural Engineer of Record (SER) to provide a program of structural tests and inspections for this project.
- B. Attachment A, Program of Structural Tests and Inspections, shall not relieve the Contractor or its subcontractors of their responsibilities and obligations for quality control of the Work; their other obligations for supervising the Work; for any design work which is included in their scope of services; for full compliance with the requirements of the Contract Documents; the detection of, or failure to detect, deficiencies or defects, whether detected or undetected, in all parts of the Work, and to otherwise comply with all requirements of the Contract Documents.
- C. The Program of Structural Tests and Inspection does not apply to the Contractor's equipment, temporary structures used by the Contractor to construct the project, the Contractor's means, methods, procedures, and job site safety.

1.03 CONTRACTOR RESPONSIBILITIES:

- A. The Contractor shall provide free and safe access to the Work for the SER and all other individuals who are observing the Work or performing structural tests or inspections. The Contractor shall provide all ladders, scaffolding, staging, and up-to-date safety equipment, all in good and safe working order, and qualified personnel to handle and erect them, as may be required for safe access.

- B. The Contractor shall give reasonable notice to the Owner and the Engineer of when the various parts of the Work will be ready for testing and/or inspection. The Contractor shall notify the Owner and the Engineer a minimum of 48 hours before such tests and/or inspections are to take place.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

ATTACHMENT A

PROGRAM OF STRUCTURAL TESTS AND INSPECTIONS

The following is a summary of Work subject to Tests and Inspections under the Program.

1. In-situ Bearing Strata for Footings
2. Controlled Structural Fill
3. Cast-In-Place Concrete
4. Masonry
5. Structural Steel

Abbreviation

Agent

SER Structural Engineer of Record
ITA Owner – Independent Testing Agency

In-Situ Bearing Strata for Footings

| Item | Agent | Scope |
|----------------------------------|-------|--|
| 1. Bearing Strata QC Review | ITA | Review Contractor's field quality control procedures. |
| 2. General Excavation | ITA | Inspect strata for conformance to the structural drawings, specifications, and/or geotechnical report. |
| 3. General Excavation | ITA | Ensure that excavation is to proper depth or material. |
| 4. General Excavation | ITA | Ensure that excavation is controlled and contains no unsuitable materials. |
| 5. Bearing surfaces for footings | ITA | Inspect bearing surfaces for conformance to the requirements of the structural drawings, specifications, and/or geotechnical report. |

Controlled Structural Fill

| Item | Agent | Scope |
|---|-------|---|
| 1. Controlled Structural Fill QC Review | SER | Review Contractor's field quality control procedures |
| 2. Fill Material | ITA | Test material for conformance to specifications or geotechnical report. Perform laboratory compaction tests in accordance with the specifications to determine optimum water content and maximum dry density. |
| 3. Installation of controlled structural fill | ITA | Provide full-time inspection of the installation, in accordance with the specifications. |
| 4. Density of Fill | ITA | Perform field density tests of the in-place fill in accordance with the specifications. |

Cast-In-Place Concrete Construction

| Item | Agent | Scope |
|---|-------|--|
| 1. Cast-In-Place Concrete Construction QC Review | SER | Review Contractor's field quality control procedures. Review frequency and scope of field testing and inspections. |
| 2. Mix Design | SER | Review Mix Designs |
| 3. Materials | SER | Review material certifications for conformance to Specifications |
| 4. Batching Plant | ITA | Review Plant quality control procedures and batching and mixing methods |
| 5. Reinforcement Installation | ITA | Inspect reinforcing for size, quantity, condition and placement |
| 6. Anchor Rods | ITA | Inspect anchor rods prior to and during placement of concrete. |
| 6. Formwork | ITA | Inspect form sizes for proper sizes of concrete members. |
| 7. Concrete Placement and Sampling fresh Concrete | ITA | Observe concrete placement operations. Verify conformance to specifications including cold-weather and hot-weather placement procedures. Perform slump, density and air content tests at point of discharge. |
| 8. Evaluation of Concrete | ITA | Test and evaluate in accordance with the specifications. |
| 9. Curing and Protection | ITA | Observe procedures for conformance to the specifications. |

Masonry Construction

| Item | Agent | Scope |
|---|-------|---|
| 1. Masonry Construction QC Review | SER | Review Contractor's field quality control procedures |
| 2. Materials | SER | Review material certifications for conformance to specifications. |
| 3. Evaluation of Masonry Strength | SER | Verify strength in accordance with the specifications. |
| 4. Proportioning, Mixing, and Consistency of Mortar and Grout | ITA | Inspect field mixing procedures for conformance to the specifications. |
| 5. Installation of Masonry | ITA | Inspect placement for conformance to the specifications. Verify cleanout hole locations (high lift grouting). Verify the installation of bond beams and special shapes. |
| 6. Reinforcement Installation | ITA | Inspect reinforcing steel for size, quantity, condition and placement for conformance to approved submittals and Contract Documents. |
| 7. Grouting Operations | ITA | Inspect grouting procedures for conformance with the specifications. Inspect cells prior to grouting. Assure observation holes have been installed prior to high lift grouting. |
| 8. Weather Protection | ITA | Inspect protection for cold and hot weather for conformance with the specifications. |
| 9. Anchorage | ITA | Inspect anchorage of masonry to other construction for conformance to the Contract Documents. |

Structural Steel including Pre-Engineered Metal Buildings

| Item | Agent | Scope |
|--|-------|--|
| 1. Fabricator Certification/Quality Control Procedures | SER | Review Contractor's field quality control procedures. Review frequency and scope of field testing and inspections. |
| 2. Fabricator Certification/Quality Control Procedures | SER | Review each Fabricator's quality control procedures. |
| 3. Fabricator Inspection | SER | Inspect in-plant fabrication, or review Fabricator's approved Independent Inspection Agency's reports. |
| 4. Materials | SER | Review materials certifications for conformance to the specifications. |
| 5. Anchor Rods | SER | Review Contractor's as-built survey. |
| 6. Anchor Rods | ITA | Verify that all anchor rods have been properly torqued and have adequate fit-up. |
| 7. Bolting | ITA | Test and inspect bolted connections in accordance with specifications. Verify bolt size and grade. |
| 8. Welding | ITA | Check welder qualifications. Visually inspect fillet welds and test full penetration field welds in accordance with specifications |
| 9. Shear Connectors | ITA | Inspect for size and placement. Test for proper weld attachment |
| 10. Structural Framing, Details, and Assembly | ITA | Inspect for size, grade of steel, camber, installation and connection details. Check against Contract Documents and approved shop drawings. |
| 11. Open Web Steel Joists | ITA | Inspect for size, placement, bridging, bearing and connection to structure. Visually inspect all welds of a minimum of 5% of the joists randomly selected. |

| | | |
|--|-----|---|
| 12. Expansion and Adhesive Anchors | SER | Review installation procedures for both mechanical anchors and adhesive anchors. Verify that materials are suitable for job conditions. |
| 13. Metal Decking | ITA | Verify gage, width, and type. Inspect placement, laps, welds, side laps attachment and screws or other mechanical fasteners. Check welder qualifications. |
| 14. Field Correction of Fabricated Items | ITA | Review documentation of approved repairs and verify completion of repairs. |

END OF SECTION

SECTION 01 45 29

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section consists of the following:
 - 1. Quality assurance.
 - 2. Laboratory responsibilities.
 - 3. Laboratory reports.
 - 4. Limits on testing laboratory authority.
 - 5. Contractor responsibilities.
 - 6. Contractor submittals.
 - 7. Schedule of inspections and tests.

1.02 REFERENCES

- A. Comply with applicable requirements of the following standards and those others referenced in this Section. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.
 - 1. AAMA 501.1 - Standard Test Method for Water Penetration of Windows, Curtain Walls and Doors Using Dynamic Pressure.
 - 2. AAMA 502 -Voluntary Specification for Field Testing of Newly Installed Fenestration Products.
 - 3. ASTM E 783 - Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors
 - 4. ASTM E 1105 – Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.
 - 5. ANSI/ASTM E 329 - Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.

1.03 QUALITY ASSURANCE

- A. Comply with requirements of ANSI/ASTM D 3740 and ANSI/ASTM E 329.
- B. Laboratory: Authorized to operate in state in which Project is located.
- C. Laboratory staff: Maintain a full-time specialist on staff to review services.
- D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either the National Bureau of Standards (NBS) Standards or accepted values of natural physical constraints.

1.04 LABORATORY RESPONSIBILITIES

- A. Cooperate with Engineer and Contractor in performance of services; provide qualified personnel promptly on notice.
 - 1. Attend preconstruction conferences and progress meetings, as requested.
- B. Acquaint Owner's Project Representative, Engineer, and Contractor's superintendent with testing procedures and with all special conditions encountered at the site.
- C. Perform specified inspection, and testing of products and construction methods in accordance with specified standards as specified in individual technical specification sections:
 - 1. Comply with specified standards, ASTM, ANSI, and other recognized authorities.
 - 2. Conduct and interpret the tests and state in each report whether the test specimens comply with the requirements, and specifically state any deviations therefrom.
 - 3. Obtain Contractor's written acknowledgment of each inspection, sampling, and test made. Test samples of mixes submitted by Contractor.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- D. Promptly notify Engineer and Contractor of irregularities, deficiencies, or nonconformance of Work or Products which are observed during performance of services.
- E. Promptly submit written report of each test and inspection; one copy each to Engineer, Owner, Contractor, and one copy to Project Record Documents File.
- F. Perform additional inspections and tests required by Engineer.

1.05 LABORATORY REPORTS

- A. After each test, promptly distribute directly from the testing laboratory, copies of laboratory report to:
 - 1. Owner's Project Representative.
 - 2. Engineer's office.
 - 3. Contractor's office.
 - 4. Municipal Inspectional Services Department, if required.
- B. Include in report the following information:
 - 1. Date issued,
 - 2. Project title and number,
 - 3. Testing laboratory name, address, and telephone number.
 - 4. Name and signature of laboratory inspector.

5. Date and time of sampling,
6. Record of temperature and weather conditions (as appropriate to test).
7. Identification of product and Specifications Section,
8. Location of sample or test in the Project.
9. Type of inspection or test.
10. Results of tests and compliance with Contract Documents.
11. Interpretation of test results, when requested by Engineer.
12. Observations regarding compliance with Contract Documents

1.06 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of Work.
- C. Laboratory may not assume any duties for Contractor.
- D. Laboratory has no authority to stop the Work.

1.07 CONTRACTOR RESPONSIBILITIES

- A. Coordinate and cooperate with laboratory personnel, provide access to Work, and to manufacturer's facilities.
 1. Monitor each inspection, sampling, and test.
 2. Provide Laboratory or Agency with written acknowledgment of each Inspection, sampling, and test.
 3. Within 24 hours notify Engineer and Owner in writing of reasons for not acknowledging Laboratory results.
- B. Secure and deliver to the Laboratory or designated location, adequate quantities of representational samples of materials proposed to be used and which require testing, along with proposed mix designs.
- C. Furnish incidental labor and facilities:
 1. To provide access to Work to be tested.
 2. To obtain and handle samples at the Project site or at the source of the Product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- D. Furnish verification of materials and equipment compliance with Contract Documents.

- E. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.
- F. Identify materials to be tested or inspected by Testing Laboratory or Agency.
- G. After determination of need for testing or inspecting by Owner, notify Laboratory sufficiently in advance, minimum five days, of operations to allow for its assignment of personnel and scheduling of tests.
 - 1. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to Contractors negligence.
- H. Make arrangements with laboratory and pay for additional samples and tests required for the following conditions:
 - 1. Initial testing indicates Work does not comply with Contract Documents.
 - 2. Contractor requested testing for additional testing and laboratory services beyond specified requirements.

1.08 CONDUCT OF INSPECTIONS AND TESTS

- A. The General Contractor shall notify the Owner, Engineer, and Testing Laboratory a minimum of 72 hours before the performance of work to permit the proper conduct of Owner-authorized inspections and tests.
- B. Representatives of Testing Laboratory will inspect the manufacture, assembly, and placement of materials as required and as authorized by the Owner, and report their findings to the Engineer, Owner, and Contractor.
- C. Work shall be checked as it progresses, but failure to detect any defective work or materials shall in no way prevent later rejection when such defect is discovered nor shall it obligate the Owner to accept such work.

1.09 SCHEDULE OF TESTING AND LABORATORIES

- A. Except as otherwise specified, Contractor will appoint, employ, and pay services of independent firm(s) to perform inspection and testing and other services specified herein, in individual specification Sections, and as additionally required by the Engineer.
- B. Requirements for testing, observations, and inspections are described in individual specification sections; the schedule provided below is not intended to completely describe all of the inspection and testing Work required for this Contract, and is only furnished as a guide.
 - 1. Section 08 43 13 - ALUMINUM-FRAMED STOREFRONTS: In-place testing of specified limits of air infiltration and water resistance according to AAMA 502 - Voluntary Specification for Field Testing of Newly Installed Fenestration Products.

- C. Special Tests and Inspections: Contractor will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
1. Testing agency will notify Engineer, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Engineer, through General Contractor, with copy to Contractor and to authorities having jurisdiction.
 3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 5. Testing agency will retest and re-inspect corrected work.
- D. Local Authority Inspections: The Contractor is also responsible for coordinating and cooperating with local requirements for inspections by local Authorities.

1.10 SCHEDULE OF TESTING

- A. Testing of aluminum framed storefront:
1. Testing shall be performed and paid for by the General Contractor and witnessed by the Owner's Project Representative, Engineer and Glass and Glazing Filed Subcontractor.
 2. Testing of installed work subject to the following requirements:
 - a. Independent inspection and testing agency engaged on the project shall be authorized by authorities having jurisdiction to operate in the Commonwealth of Massachusetts and as acceptable to the Owner and Engineer.
 - b. Testing agency will notify Owner's Project Representative, Engineer and Glass and Glazing Filed Subcontractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - c. Testing agency will submit a certified written report of each test, inspection, and similar quality control service to Engineer with copy to Owner's Project Representative, Engineer and Glass and Glazing Filed Subcontractor.
 - d. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - e. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - f. Testing agency will retest and re-inspect corrected work.

3. In-place testing of specified limits of air infiltration and water resistance according to following:
 - a. AAMA 501.1 - Standard Test Method for Water Penetration of Windows, Curtain Walls and Doors Using Dynamic Pressure.
 - b. AAMA 502 -Voluntary Specification for Field Testing of Newly Installed Fenestration Products.
 - c. ASTM E 783 - Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors
 - d. ASTM E 1105 – Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.
 - e. Failed tests will result in additional testing of the failed specimens and an additional specimen at the cost of the Trade Contractor. Testing will be concluded only when satisfactory results are achieved. Any required retesting that is a result of deficient installation shall not be considered a justified reason for a claim of delay or for a time extension by the Construction Manager or Trade Contractor.
4. Schedule of testing:
 - a. 6'-0" wide storefront window; quantity = 1
 - b. 10'-0" wide storefront window; quantity = 1

1.11 FOLLOW-UP AND CORRECTIVE ACTION

- A. The Contractor and the Owner will note the test record on the Testing Log to acknowledge test procedures and results. If follow-up or corrective action is needed, the Contractor shall submit to the Owner two written copies of proposed follow-up or corrective plans and obtain the Owner's written approval before proceeding.
 1. Cost of Testing: If tests indicate that materials or work do not comply with requirements, the Contractor shall pay for all retesting, and shall remove and replace non-complying work at no additional cost to the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 52 13

TEMPORARY FACILITIES

PART 1 -GENERAL

1.01 SCOPE OF WORK:

- A. The Contractor shall provide all temporary facilities as described in this Section for the proper completion of the work, as required and as specified.

1.02 TEMPORARY FIELD OFFICE TRAILER:

- A. Promptly at the start of work on the project, the Contractor shall furnish all labor, materials and equipment, perform all work to furnish, deliver, set up, and maintain for the duration of the project a field office trailer for the exclusive use of the Engineer, including the connection of electric and telephone services. The trailer and furniture shall be relatively new and in good condition and acceptable to the Engineer.
- B. The office shall be adequately lighted for detailed working conditions, heated and air conditioned during the appropriate seasons. The office shall have at least one closet for storage of equipment. The Contractor shall enclose and weatherproof the areas beneath the trailer with insulation and exterior grade plywood.
- C. The trailer shall be located at the work site where it will not interfere with the construction as approved by the Engineer and shall be not less than 400 square feet. The trailer shall have provisions for locking and the Contractor shall provide two sets of keys to the Engineer.
- D. Space shall be provided adjacent to the trailer for parking for the exclusive use of the Engineer and visitors to the Engineer's trailer. The Contractor shall be responsible for snow removal, dust control etc. for the parking area.

1.03 TEMPORARY FIELD OFFICE TRAILER UTILITIES:

- A. The Contractor shall provide for installation, maintenance, local and long distance telephone service and provide 2 touch-tone telephones with internal electronic that allows use with either touch-tone or digital pulse services and telephone shall be available always, both day and night. Provide a telephone answering machine or digital voicemail. Telephone service shall be compatible for use with a 56K/V90 Fax modem.
- B. All electric services shall be continuously connected. Electric lights and adequate electric power, proper heat, hot water and satisfactorily cooled drinking water. Enough electrical outlets shall be provided and suitably located in the trailer for the equipment and desks specified in this section of the specifications. The trailer shall have

thermostatically controlled heating and air conditioning units to maintain a minimum temperature of 68°F and a maximum temperature of 72°F.

- C. Toilet facilities shall be provided and maintained in continual service; trash, garbage and other wastes shall be properly and satisfactorily disposed of. The toilet facility shall be built into the trailer or at minimum, a portable type as manufactured by Comfort Castle, Inc., Handy House Toilet Co., Port-o-Let, or an approved equal. This unit shall be installed as a complete facility with regular maintenance and pump-outs as required.
- D. Janitor service, to keep the quarters and equipment neat and clean as acceptable working space, shall be furnished weekly by the Contractor. Repairs shall be made from time to time, as required by the Engineer.
- E. The Contractor shall submit catalogs and vendors' data for the trailer and for the additional equipment and furnishings for review and approval by the Engineer.

1.04 TEMPORARY FIELD OFFICE TRAILER EQUIPMENT AND FURNISHINGS:

- A. The Contractor shall also furnish the following computer equipment:

- 1. Laptop Computer System Hardware:** Intel i7 series CPU computer or better; minimum 16 GB RAM; 500 GB or greater solid-state hard drive; 100/1000 Ethernet; 802.11ax (Wi-Fi 6) wireless adapter or better; 17" LED display with 1920x1080 or better resolution; External Keyboard with standard 104-key; optical mouse with scroll; HP LaserJet printer or better. Laptop shall have speakers.
- 2. Computer System Software:** Windows 10 or 11 Professional – 64-bit, MS Office Professional (2016 or later); industry-standard antivirus with 2-yr subscription.
- 3. Connectivity:** minimum of 4 high-speed USB 2.0/3.0 ports
- 4. Internet Access:** All computers must have an Internet access account. Broadband internet is preferred where available (minimum 25 mbps down/6 mbps up). Only high-speed internet access will be provided. DSL or mobile broadband (assuming

adequate cellular signal exists at the location) are acceptable in areas where broadband is unavailable.

B. The Contractor shall also furnish the following, as a minimum:

- 1 ***Color Television: 21-inch minimum screen, with minimum 1080x1920 resolution connected to a computer for DVR function.***
- 1 Class ABC type Fire Extinguisher of at least 4-lb capacity
- 1 First aid kit as specified herein – **Refer to Paragraph 1.05 A below**
- 1 Private line telephone with remote accessing answering machine
- 1 Double desk - Formica top with three 2 drawer, steel file cabinets under
- 2 Straight back chairs – metal
- 8 Folding metal chairs
- 1 3' X 6' Conference Table
- 1 Drafting table - 3' X 5'
- 1 Swivel type drafting stool with back - metal
- 1 Air conditioner - Automatic heating - gas or electric
- 1 Toilet facility
- 1 Electric water cooler with refrigerator compartment and continual supply of spring water and paper cups
- 1 Four-drawer filing cabinet with lock, fire proof or fire resistant
- 2 Wastebaskets with provisions for trash collection
- 1 Plan Rack
- 1 Printer/Copier/Fax/Scanner (plain paper) including paper and toner and dedicated phone line
- 1 Digital Camera – Canon SD 1000. 7.1 megapixel with 1 GB SD memory card. Provide the necessary hardware/software to allow the downloading of photos to the computer system provided above.

1.05 TEMPORARY FIELD OFFICE TRAILER SAFETY EQUIPMENT:

A. FIRST AID KIT shall be wall mount cabinet and must include the following:

| | |
|-------------------------------|--------|
| Band-Aids – Fingertip | 1 Box |
| Band-Aids – Knuckle | 1 Box |
| Band-Aids – Strip | 1 Box |
| Band-Aids – Large Patch | 1 Box |
| Band-Aids – Butterfly – Large | 1 Box |
| Band-Aids – Butterfly – Small | 1 Box |
| Triangular Bandage | 1 Each |
| Compression Bandage | 2 Each |
| Roller Bandage | 2 Each |
| Gauze Pads (3”X3”) | 1 Box |
| Gauze Pads (4”X4”) | 1 Box |
| Waterproof Tape | 1 Roll |
| Latex Gloves | 1 Box |

| | |
|-----------------------------------|--------|
| Anti-Microbial Towelettes | 1 Box |
| Hydrocortisone Ointment Packets | 1 Box |
| Antibiotic Ointment Packets | 1 Box |
| Burn Gel Packets | 1 Box |
| Scissors | 1 Pair |
| Tweezers | 1 Pair |
| Ice Packs- (Chemical Activated) | 4 Each |
| Saline Eyedroppers | 1 Box |
| CPR Pocket Mask | 1 Each |
| Cotton Balls | 1 Box |
| Flashlight with Working Batteries | 1 Each |

- B. Contractor to provide stairs and platforms to doorway(s) of field offices and window shades, blinds, or curtains. Screens and storm windows shall also be provided.

1.06 TEMPORARY TELEPHONES:

- A. The Contractor shall provide and pay all costs for a separate telephone in the Contractor's Project office and connection to telephone company lines. The phone shall be accessible always to the Contractor's representatives and to the various Subcontractors on the Project.
- B. Temporary telephones shall be maintained until otherwise required by the Engineer.

1.07 TEMPORARY TOILETS:

- A. The Contractor shall provide and pay all costs for toilet booths with chemical type toilets, as necessary for all persons engaged in the Work.

1.08 TEMPORARY WATER:

- A. The Contractor shall make all arrangements for obtaining temporary water connections including extensions required for the needs of the Project and shall pay all costs incurred. It shall furnish, install, and remove all equipment and piping required to provide temporary water. Also refer to Section 00 14 00 – SPECIAL PROVISIONS.
- B. The Contractor shall pay the costs of water for all Subcontractors and trades.
- C. The Contractor shall provide cool drinking water and paper cups for all Subcontractors and trades.
- D. When the permanent water distribution has been installed and tested it may be used as a source of water for construction purposes, provided that the Contractor pays all costs of operation, maintenance, and restoration of the system.
- E. Contractor will NOT be charged for water associated with passing tank, pipe, or demonstration testing. Contractor will NOT be charged for water associated with dust control or normal construction operations. If Contractor is determined to be wasting water, the Owner will charge the Contractor at current published water rates for water

wasted.

1.09 TEMPORARY ELECTRICITY:

- A. The Contractor shall at its own expense make all arrangements for and provide all temporary light and power for all Subcontractors and trades, except as otherwise specified herein. The temporary electrical service shall include, but not be limited to, all labor, materials, and equipment necessary to supply temporary power of adequate capacity for the Project operations and testing. Transformers and meters, when required by the power company will be furnished and installed by the appropriate power company, and the Contractor shall pay all costs therefor.
- B. The Contractor shall pay the cost of all electrical energy consumed during prosecution of the Work. The Contractor at its own expense shall maintain all lamps in operating condition. The Contractor and each Subcontractor shall furnish their own extension cords and all additional lamps as they may require. Temporary wiring of a special nature not otherwise specified, shall be furnished, installed, maintained, and paid for by the trade requiring such wiring.
- C. All temporary work shall be furnished and installed in conformity with the National Electrical Code and state and city laws, and requirements of the applicable power company. Particular attention is called to the **Commonwealth of Massachusetts 454 CMR 10.0, "Construction Industry Rules and Regulations"**.
- D. The Contractor shall dismantle and completely remove from the Project all temporary wiring and other temporary electrical accessories only when the permanent electrical system has been installed and in operation, and then only with written approval of the Engineer.

1.10 TEMPORARY STRUCTURES:

- A. The Contractor shall provide, maintain, and remove such additional storage sheds, temporary buildings, or trailers as required for performance of the Work. Location of all such temporary structures shall be acceptable to the Engineer. If the Contractor is required to relocate these Temporary Structures during the prosecution of the Work, the Contractor shall promptly do so at no increase in Contract Price or Contract Time.

1.11 HOISTING, SCAFFOLDING, STAGING, AND PLANKING:

- A. Except as otherwise specified in the various Sections of the Specifications, the Contractor shall provide, set up and maintain all derricks, hoisting machinery, scaffolding, staging, and planking, and do all hoisting required for the Work, or any part of the Work.

1.12 TEMPORARY STAIRS, RAMPS, AND CHUTES:

- A. The Contractor at its own expense shall furnish, install, and maintain all temporary ramps, stairs, ladders, and chutes as required by the Contractor, all Subcontractors and trades for the proper completion of the Work. The Contractor shall remove these and

other like items when they are no longer required and permanent stairs are installed.

- B. When permanent stairs are erected the Contractor shall provide all required safety measures including temporary railings, protective treads, and other protective measures.

1.13 WEATHER PROTECTION:

- A. The Contractor's attention is directed to **M.G.L. Chapter 149, §44G(d), and to "Weather Protection Standards" established by the Deputy Commissioner of the Massachusetts Division of Capital Asset Management and Maintenance.**

1. It is the intent of these Specifications to require the Contractor to provide temporary enclosures and heat to permit construction work to be carried on during November through March in compliance with **M.G.L. Chapter 149, §44G(d)**. These Specifications are not to be construed as requiring enclosures or heat for operations that are economically not feasible in the judgment, in writing, of the Contractor. Included in this category, but without limitation, are such items as site work, excavation, roofing, and similar operations.
2. "Weather Protection" shall mean the temporary protection of that work adversely affected by moisture, wind, and cold, by covering, enclosure, and/or heating. This protection shall provide adequate working areas during November through March, inclusive as determined by the Contractor and consistent with the approved construction necessary to maintain an orderly and efficient sequence of construction operations. The Contractor shall furnish and install all weather protection materials required for the Work or any part thereof, and shall 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 and/or curing of materials.
3. The Contractor may, with the prior written approval of the Engineer, elect to utilize the permanent heating system for temporary heat after the building is enclosed and after it has been tested and is ready to operate. However, it shall be the Contractor's responsibility to have all portions of the permanent heating system that are used during construction thoroughly cleaned and restored to first-class condition to the satisfaction of the Engineer.
4. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices.

- B. The Contractor shall pay the costs of all fuel and electricity required for temporary heating until Substantial Completion.

- C. Responsibility for Weather Protection:

1. The Contractor shall be entirely responsible for all weather protection during the

Contract Time and shall be liable for any damage to the Work, or any part thereof caused by the Contractor's failure to supply adequate and proper weather protection.

2. Any work damaged by frost shall be promptly removed and replaced by the Contractor at no increase in Contract Price or Contract Time.

1.14 TEMPORARY HEAT:

- A. The Contractor shall be responsible for all temporary heat. The temporary system shall be completely independent of the permanent heating system. The Contractor shall furnish, install, and pay for an independent system of sufficient capacity to service the needs of the Project and to protect the existing building's fixtures, equipment finishes and mechanical systems from damage during the Contract Time.
- B. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices.
- C. The Contractor shall furnish and install one accurate automatic recording Fahrenheit thermometer at each place designated by the Engineer to ensure that specified temperatures are maintained.
- D. The Contractor shall pay costs of all fuel, electricity, temporary boilers, devices, accessories, and all necessary wiring and controls required for temporary heating until Substantial Completion.
- E. The Contractor shall be responsible for all temporary heat during the Contract Time and shall be liable for any damage to the Work, or any part thereof caused by the Contractor's failure to supply adequate and proper temporary heat.

PART 2 - PRODUCTS

NOT PART OF THIS SECTION

PART 3 - EXECUTION

3.01 UTILITIES:

- A. All monthly service charges for telephone, electricity, Dial-Up connection service, water supply, and heating of the Temporary Field Office Trailer shall be paid for by the Contractor.

3.02 COMPUTER EQUIPMENT:

- A. All monthly charges and maintenance fees for the computer system and digital camera and associated hardware and software licenses provided shall be paid for by the Contractor.

3.03 TEMPORARY FACILITIES:

- A. The CONTRACTOR shall perform the following work:
 - 1. Protect excavations, trenches, buildings, and materials always from rain and/or ground water, and from water damage of any origin. Provide all pumps, piping, coverings, and other materials and required equipment as specified.
 - 2. In addition to the weather protection during November through March specified in paragraph 1.13, provide temporary weather tight enclosures for openings in exterior walls and in roof decks when and as required to protect the Work from damage by inclement weather, and to protect occupied spaces.
 - 3. Permanent window enclosures may be utilized. Permanent door enclosures shall not be used as temporary enclosures, but temporary framed plywood or wood batten doors hardware shall be provided.
 - 4. Protect sills, jambs, and heads of openings through which materials are handled.
 - 5. Protect concrete surfaces which are to receive work of other Subcontractors and trades from any soiling which will prevent proper adhesion of subsequent work. The Contractor shall leave surfaces broom clean and free of all blemishes at the time other Subcontractors and trades begin the application of their work.
 - 6. Protect all exposed concrete surfaces and finished floors against mechanical damage, plaster droppings, oil, grease, paint, or other materials which will stain the floor finish. The Contractor shall install and maintain protective coverings on finished floors in areas where other work will be done.

7. Roof and waterproofed surfaces shall not be subjected to traffic nor used for storage of materials. The Contractor shall provide protection for such surfaces where some activity must take place to carry out the Work.
- B. After the Work of a Subcontractor has been properly completed, the Contractor shall be responsible for its protection and for repairing, replacing, or cleaning any such Work which has been damaged by other Subcontractors or trades or by any other cause, so that the entire Work is in perfect condition at the time of Substantial Completion.

END OF SECTION

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SECTION 01 55 20
CONSTRUCTION ZONE SAFETY PLAN

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers the provisions for complying with Commonwealth of Massachusetts requirements for construction zone safety plans on public works projects.

1.02 DESCRIPTION:

- A. The Contractor shall implement traffic safety and control measures through the construction zone through road closures and detours and mitigate impacts on traffic outside of the construction zone in accordance with these contract documents.

1.03 RELATED WORK:

- A. SECTION 01 11 00, CONTROL OF WORK AND MATERIALS (MAINTENANCE OF TRAFFIC)
- B. SECTION 01 55 00, SIGNAGE (TRAFFIC CONTROL)
- C. SECTION 01 55 30, UNIFORMED OFFICERS FOR TEMPORARY TRAFFIC CONTROL

1.04 REFERENCES:

701 CMR 7.00 Use of Road Flaggers and Police Details on Public Works Projects

Massachusetts Department of Transportation Standard Specifications for Highways and Bridges – latest edition

PART 2 - PRODUCTS

- 2.01 Traffic control devices utilized by the Contractor shall meet the requirements of these contract documents and the latest Massachusetts Department of Transportation (MassDOT) Standard Specifications and Manual On Uniform Traffic Control Devices (MUTCD).

PART 3 - EXECUTION

3.01 OPERATION:

- A. Contractor shall be responsible for providing all temporary traffic control devices including barricades, barrier fences, signs, drums, cones, impact attenuators and other traffic control devices in accordance with typical traffic management plans and details shown on the drawings or as required by the Engineer.
- B. The Contractor shall prepare temporary traffic management plans and details that deviates significantly from the typical plans shown on the drawings and submit to the Engineer for review and approval prior to start of the work.
- C. Contractor shall relocate barricades, signs and other devices as necessary as the work progresses as required by the Owner's Traffic Control Officer or the Engineer.
- D. If police details fail to show up for work at the construction zone at the usual time for start of work, or otherwise leave the jobsite before work is completed for the day, the provisions of the Alternative Plan will be followed by the Contractor.

3.02 ALTERNATIVE PLAN:

- A. In accordance with 701 CMR 7.06(6), whenever required police details/road flaggers do not arrive on time or fail to show up for work, the Alternative Plan will be implemented by the Contractor.
- B. The Alternative Plan for this project is as follows:
 - 1. Contact local police department and municipality to inform them the scheduled police detail has failed to show up at the project site.
 - 2. Call for replacement detail.
 - 3. Redeploy crew to work in areas not requiring temporary traffic control (if available).

END OF SECTION

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SECTION 01 55 26.13

SIGNAGE (TRAFFIC CONTROL)

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers furnishing and installing traffic control signs and other devices.

1.02 SYSTEM DESCRIPTION:

The Contractor shall furnish and install all construction signs deemed necessary by and in accordance with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) as published by the U.S. Department of Transportation.

PART 2 - PRODUCTS

2.01 TRAFFIC WARNING AND REGULATING DEVICES:

Contractor shall provide warning signs, barricades and other devices in accordance with the specifications provided in the MUTCD. Size of signs, lettering, colors, method of support and other factors prescribed in the MUTCD shall be adhered to.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Contractor shall erect barricades, barrier fences, traffic signs, and other traffic control devices as required by the MUTCD, or as required by the Engineer, to protect the work area from traffic, pedestrians, and animals.
- B. Contractor shall relocate barricades, signs and other devices as necessary as the work progresses.
- C. Unless extended protection is required for specific areas, when the work has been completed, all temporary warning and regulatory devices used by the Contractor shall be removed so that traffic can move unimpeded through the area.

END OF SECTION

SECTION 01 55 30

UNIFORMED OFFICERS FOR TEMPORARY TRAFFIC CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers the provisions for furnishing Uniformed Officers for Traffic Control and Maintenance of Traffic as described in Section 01 11 00 CONTROL OF WORK AND MATERIALS.

1.02 DESCRIPTION:

- A. The Contractor shall coordinate with the local jurisdiction's Traffic Control Officer to determine the number of Officers deemed necessary to provide for public safety and to maintain a smooth flow of traffic through the construction area(s) affected.

1.03 RELATED WORK:

- A. SECTION 01 11 00, CONTROL OF WORK AND MATERIALS (MAINTENANCE OF TRAFFIC)
- B. SECTION 01 55 26.13, SIGNAGE (TRAFFIC CONTROL)
- C. SECTION 01 55 20, CONSTRUCTION ZONE SAFETY PLAN

PART 2 - PRODUCTS

2.01 UNIFORMED OFFICERS:

- A. Contractor shall provide the Traffic Control Officer with a minimum of 24 hours notice indicating the time of day, street location and confirm number of officers required for traffic control.
- B. Contractor shall give the Traffic Control Officer a minimum of 2 hours prior cancellation notice should Contractor determine that due to weather or conditions beyond his control he would not need the scheduled officers.
- C. Contractor shall pay for officer(s) at the prevailing rate established by the local police department should officers not be needed and the Contractor fails to cancel the officers as noted in 2.01.B above.
- D. The Owner is paying directly for Traffic Officers but when the Contractor cancels scheduled officers, the Contractor shall be responsible for payment of the wages for cancellations if not cancelled in accordance with 2.01.B and 2.01.C above.

PART 3 - EXECUTION

3.01 OPERATION:

- A. Contractor shall provide barricades, barrier fences, traffic signs, and other traffic control devices as required by the Owners Traffic Control Officer, or as required by the Engineer, to protect the work area from traffic, pedestrians, and animals.
- B. Contractor shall relocate barricades, signs and other devices as necessary as the work progresses as required by the Owners Traffic Control Officer or the Engineer.

END OF SECTION

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SECTION 01 57 19

ENVIRONMENTAL PROTECTION

PART 1 – GENERAL

1.01 DESCRIPTION:

- A. The work covered by this section of the specifications consists of furnishing all labor, materials, tools and equipment and performing all work required for the prevention of environmental pollution during and as a result of construction operations under this contract.
- B. The requirements set forth in this section of the specifications apply to construction adjacent to wetlands, unless otherwise specifically stated.
- C. All work under this Contract shall be in accordance with the Conservation Commissions' Orders of Conditions as well as any conditional requirements applied, all of which are attached to Section 00 31 43, PERMITS.
- D. Prior to commencement of work, the Contractor shall meet with representatives of the Engineer to develop mutual understandings relative to compliance of the environmental protection program.

1.02 RELATED WORK:

- A. Section 00 31 43, PERMITS
- B. Section 01 14 19.16, DUST CONTROL
- C. Section 01 33 23, SUBMITTALS
- D. Section 31 00 00, EARTHWORK
- F. Section 31 11 00, CLEARING AND GRUBBING
- G. Section 31 23 19, DEWATERING
- H. Section 31 50 00, SUPPORT OF EXCAVATION

1.03 SUBMITTALS:

- A. The Contractor shall submit details and literature fully describing environmental protection methods to be employed in carrying out construction activities within 100 feet of wetlands or across areas designated as wetlands.

PART 2 - PRODUCTS

2.01 SILT FENCE:

- A. Unless otherwise required by the Order of Conditions of Contract Document Plans and Details, the silt fence shall consist of a 3-foot wide continuous length sediment control fabric, stitched to a mesh backing, and stapled to preweathered oak posts installed as shown on the drawings. The oak posts shall be 1-1/4-inches by 1-1/4-inches (Minimum Dimension) by 48-inches and shall be tapered. The bottom edge of the silt fence shall be buried as shown on the drawings.
- B. The silt fence shall be DOT Silt Fence PPDM3611, as manufactured by U.S. Silt & Site Supply/Getsco, Concord, NH, or approved equal.
- C. Silt fence properties:

| <u>Physical Properties</u> | <u>Test Method</u> | <u>Minimum Value</u> |
|---|---------------------------|-----------------------------|
| Grab Strength, lbs. | ASTM-D-4632 | 124 |
| Grab Elongation, % | ASTM-D-4632 | 15 |
| Mullen burst, psi | ASTM-D-3786 | 300 |
| Puncture, lbs. | ASTM-D-4833 | 65 |
| Trapezoidal Tear, lbs. | ASTM-D-4533 | 65 |
| UV Resistance ² , % ³ | ASTM-D-4355 | 80@500 hrs. |
| AOS, US Sieve No. | ASTM-D-4751 | 30 |
| Flow Rate, gal/min/sq ft | ASTM-D-4491 | 10 |
| Permittivity,(1/sec)gal/min/sq ft | ASTM-D-4491 | 0.05 sec ⁻¹ |

2.02 STRAW BALES:

- A. Unless otherwise required by the Order of Conditions of Contract Document Plans and Details, straw bales shall consist of certified seed free stems of agricultural grain and cereal crops and shall be free of grasses and legumes. Standard bales shall be 14-inches high, 18- inches wide and 36- to 40-inches long tied with polypropylene twine and weigh within 5 percent of 7 lbs. per cubic ft.

2.03 STRAW WATTLES:

- A. Unless otherwise required by the Order of Conditions of Contract Document Plans and Details, straw Wattles shall consist of a 100% biodegradable exterior jute or coir netting with 100% wheat straw interior filling as manufactured by GEI Works, Sebastian, Florida (Phone: 772-646-0597; website: www.erosionpollution.com), or approved equal.

2.04 SILT CURTAIN:

- A. Unless otherwise required by the Order of Conditions of Contract Document Plans and Details, the silt curtain shall be a Type-1-Silt-Barrier consisting of 18-ounce vinyl

fabric skirt with a 6-inch marine quality floatation device. The skirt shall be ballasted to hang vertical in the water column by a minimum 3/16-inch galvanized chain. The silt curtain shall extend into the water as shown on the drawings. If necessary, join adjacent ends of the silt curtain by connecting the reinforcing grommets and shackling ballast lines.

2.05 CATCH BASIN PROTECTION:

- A. To trap sediment and to prevent sediment from clogging drainage systems, catch basin protection in the form of a siltation sack (Siltsack as manufactured by ACF Environmental, Inc. or approved equal) shall be provided as approved by the Engineer.

PART 3- EXECUTION

3.01 NOTIFICATION AND STOPPAGE OF WORK:

- A. The Engineer will notify the Contractor in writing of any non-compliance with the provisions of the Order of Conditions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or its authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails to act promptly, the Owner may order stoppage of all or part of the work through the Engineer until satisfactory corrective action has been taken. No claim for an extension of time or for excess costs or damage incurred by the Contractor as a result of time lost due to any stop work orders shall be made unless it was later determined that the Contractor was in compliance.

3.02 AREA OF CONSTRUCTION ACTIVITY:

- A. Insofar as possible, the Contractor shall confine its construction activities to those areas defined by the plans and specifications. All land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction at least equal to that which existed prior to work under this contract.

3.03 PROTECTION OF WATER RESOURCES:

- A. The Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acids or other harmful materials. It is the Contractor's responsibility to comply with all applicable Federal, State, County and Municipal laws regarding pollution of rivers and streams.
- B. Special measures should be taken to insure against spillage of any pollutants into public waters.

3.04 CONSTRUCTION IN AREAS DESIGNATED AS WETLANDS ON THE DRAWINGS:

- A. No work is proposed within areas designated as wetlands. Insofar as possible, the Contractor shall make every effort to minimize disturbance within 100-feet of wetland resource areas. No work or construction activity is allowed within the No Disturb zone associated with a wetland resource unless noted otherwise.
- B. The Contractor shall perform its work in such a way that these areas are left in the condition existing prior to construction.
- C. The elevations of areas designated as wetlands shall not be unduly disturbed by the Contractor's operations outside of the trench limits. If such disturbance does occur, the Contractor shall take all measures necessary to return these areas to the elevations which existed prior to construction.
- D. In areas designated as wetlands, the Contractor shall carefully remove and stockpile the top 24 inches of soil. This topsoil material shall be used as backfill for the trench excavation top layer. The elevation of the trench shall be restored to the preconstruction elevations wherever disturbed by the Contractor's operation.
- F. Excavated materials shall not be permanently placed or temporarily stored in areas designated as wetlands. Temporary storage areas for excavated material shall be as required by the Engineer.
- I. During construction, easements within wetlands shall be lined with a continuous straw wattles (aka compost filter tube, silt/filter sock).

3.05 PROTECTING AND MINIMIZING EXPOSED AREAS:

- A. The Contractor shall limit the area of land which is exposed and free from vegetation during construction. In areas where the period of exposure will be greater than one (1) months, temporary vegetation, mulching or other protective measures shall be provided as specified.
- B. The Contractor shall take account of the conditions of the soil where temporary cover crop will be used to ensure that materials used for temporary vegetation are adaptive to the sediment control. Materials to be used for temporary vegetation shall be approved by the Engineer.

3.06 LOCATION OF STORAGE AREAS:

- A. The location of the Contractor's storage areas for equipment and/or materials shall be upon cleared portions of the job site or areas to be cleared as a part of this project, and

shall require written approval of the Engineer. Plans showing storage facilities for equipment and materials shall be submitted for approval of the Engineer.

- B. No excavated materials or materials used in backfill operations shall be deposited within a minimum distance of one hundred (100) feet of any watercourse or any drainage facility. Adequate measures for erosion and sediment control such as the placement of baled hay or straw around the downstream perimeter of stockpiles shall be employed to protect any downstream areas from siltation.
- C. There shall be no storage of equipment or materials in areas designated as wetlands.
- D. The Engineer may designate a particular area or areas where the Contractor may store materials used in its operations.

3.07 PROTECTION OF LANDSCAPE:

- A. The Contractor shall not deface, injure, or destroy trees or shrubs nor remove or cut them without written authority from the Owner. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorages unless specifically authorized by the Engineer. Excavating machinery and cranes shall be of suitable type and be operated with care to prevent injury to trees which are not to be removed, particularly overhanging branches and limbs. The Contractor shall, in any event, be responsible for any damage resulting from such use.
- B. Branches, limbs, and roots shall not be cut except by permission of the Engineer. All cutting shall be smoothly and neatly done without splitting or crushing. When there is unavoidable injury to branches, limbs and trunks of trees, the injured portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint as directed.
- C. Where, in the opinion of the Engineer, trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment or by its blasting or other operations, the Engineer may require the Contractor to adequately protect such trees by placing boards, planks, poles or fencing around them. Any trees or landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the expense of the Contractor. The Engineer will decide what method of restoration shall be used, and whether damaged trees shall be treated and healed or removed and disposed of under the provisions of Section 31 11 00, CLEARING AND GRUBBING.
- D. Cultivated hedges, shrubs, and plants which could be injured by the Contractor's operations shall be protected by suitable means or shall be dug up, balled and temporarily replanted and maintained. After construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is re-established. If cultivated hedges, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall

be replaced by items of a kind and quality at least equal to that existing at the start of the work.

3.08 CLEARING AND GRUBBING:

- A. The Contractor shall clear and grub only on the Owner's land or the Owner's easements, and only the area required for construction operations, as approved by the Engineer. Removal of mature trees (4-inches or greater DBH) will not be allowed on temporary easements.
- B. The Contractor shall not remove trees in the Owner's temporary easements without permission of the Engineer.

3.09 DISCHARGE OF DEWATERING OPERATIONS:

- A. Any water that is pumped and discharged from the trench and/or excavation as part of the Contractor's water handling shall be filtered by an approved method prior to its discharge into a receiving water or drainage system.
- B. Under no circumstances shall the Contractor discharge water to the areas designated as wetlands. When constructing in a wetlands area, the Contractor shall discharge water from dewatering operations directly to the nearest drainage system, stream, or waterway after filtering by an approved method.
- C. The pumped water shall be filtered through filter fabric and baled hay, a vegetative filter strip or a vegetated channel to trap sediment occurring as a result of the construction operations. The vegetated channel shall be constructed such that the discharge flow rate shall not exceed a velocity of more than 1 foot per second. Accumulated sediment shall be cleared from the channel periodically.

3.10 DUST CONTROL:

- A. During the progress of the work, the Contractor shall conduct its operations and maintain the area of its activities, including sweeping and sprinkling of streets as necessary, to minimize creation and dispersion of dust. If the Engineer decides it is necessary to use calcium chloride for more effective dust control, the Contractor shall furnish and spread the material, as directed. Calcium chloride shall be as specified under Section 01 14 19.16, DUST CONTROL.
- B. Calcium Chloride shall not be used for dust control within a drainage basin or in the vicinity of any source of potable water.

3.11 SEPARATION AND REPLACEMENT OF TOPSOIL:

- A. Topsoil shall be carefully removed from areas where excavations are to be made, and separately stored to be used again as required. The topsoil shall be stored in an area

acceptable to the Engineer and adequate measures shall be employed to prevent erosion of said material.

3.12 BALED HAY OR STRAW:

- A. To trap sediment and to prevent sediment from clogging drainage systems, baled hay or straw shall be used where shown on the drawings. Care shall be taken to keep the bales from breaking apart. The bales should be securely staked to prevent overturning, flotation, or displacement. All deposited sediment shall be removed periodically. Hay bales shall not be placed within a waterway during construction of the pipeline crossing.

3.13 ERECTION AND MAINTENANCE OF SILT FENCE:

- A. Where indicated on the drawings or where required by the Engineer, the Contractor shall erect and maintain a temporary silt fence. In areas designated as wetlands, the Contractor shall line the limits of the construction easement with a silt fence. The silt fence shall be used specifically to contain sediment from runoff water and to minimize environmental damage caused by construction.

3.15 CATCH BASIN PROTECTION:

- A. Catch basin protection shall be used for every catch basin, shown on the plans or as required by the Engineer, to trap sediment and prevent it from clogging drainage systems and entering wetlands. Siltation sack shall be securely installed under the catch basin grate. Care shall be taken to keep the siltation sack from breaking apart or clogging. All deposited sediment shall be removed periodically and at times prior to predicted precipitation to allow free drainage flow. Prior to working in areas where catch basins are to be protected, each catch basin sump shall be cleaned of all debris and protected. The Contractor shall properly dispose of all debris at no additional cost to the Owner.
- B. All catch basin protection shall be removed by the Contractor after construction is complete.

3.16 STRAW WATTLES:

- A. The wattles will be placed in a shallow trench (2-3 inches deep) and staked in the ground using wooden stakes driven at 4-foot intervals. The wooden stakes will be placed at a minimum depth of 24-inches into the ground.
- B. The wattles shall be regularly inspected and before and after every forecasted major weather event. All deposited sediment shall be removed and not allowed to accumulate

to the top of the wattles. Wattles damaged during construction shall be repaired or replaced as required by the Engineer at no additional cost to the Owner.

- C. The Contractor shall remove all wattles after construction is completed.

END OF SECTION

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SECTION 01 73 29

CUTTING, CORING, AND PATCHING

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers the cutting, coring, rough and finish patching of holes and openings in existing structures.

1.02 RELATED WORK:

A. SECTION 03 30 00 CAST-IN-PLACE CONCRETE

PART 2 - PRODUCTS

2.01 SEALING MATERIALS:

- A. Mechanical seals shall be modular, adjustable, bolted, mechanical type consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and sleeve. The seal shall be rated by the manufacturer for 40 feet of head or 20 psig. Mechanical seals shall be Link-Seal, manufactured by Thunderline Corp., Wayne, MI., or approved equal.
- B. Sealant shall be a two part foamed silicone elastomer as manufactured by Dow Corning Co., product No. 3-6548 silicone R.T.V.; 3M brand fire barrier products caulk C.P. 25 and 3M brand putty 303; Flame-Safe fire stop systems Fig. No. FS-500 by Thomas & Betts Corporation, or approved equal. Packing shall be a fire retardant pliable material, Fig. 310 by Sealtite Co.; White Oakum W.S.-600 by American Manufacturing Co., or approved equal. Sealant bead configuration, depth and width shall be in accordance with manufacturer's recommendations.

2.02 MISCELLANEOUS MATERIALS:

- A. Bonding compound shall be Sikadur Hi-Mod epoxy by Sika Corporation, or equivalent by Euclid Chemical Corporation, Master Builders Company, or approved equal.
- B. Non-shrink grout shall be Masterflow 713 by Master Builders Company; Euco N-S by Euclid Chemical Co.; Five Star Grout by U.S. Grout Corp. or approved equal.
- C. Materials for finish patching shall be equal to those of adjacent construction.

PART 3 - EXECUTION

3.01 GENERAL:

- A. The Contractor shall leave all chases or openings for the installation of its own or any other contractor's or subcontractor's work, or shall cut the same in existing work, and shall see that all sleeves or forms are at the work and properly set in ample time to prevent delays. It shall see that all such chases, openings, and sleeves are located accurately and are of proper size and shape and shall consult with the Engineer and the contractors and subcontractors concerned in reference to this work.
- B. In case of its failure to leave or cut all such openings or have all such sleeves provided and set in proper time, Contractor shall cut them or set them afterwards at its own expense, but in so doing he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the written consent of the Engineer.
- C. The Contractor shall not cut or alter the work of any subcontractor or any other contractor, nor permit any of its subcontractors to cut or alter the work of any other contractor or subcontractor, except with the written consent of the contractor or subcontractor whose work is to be cut or altered or with the written consent of the Engineer. All cutting and patching or repairing made necessary by the negligence, carelessness, or incompetence of the Contractor or any of its subcontractors shall be done by or at the expense of the Contractor and shall be the responsibility of the Contractor.
- D. All cutting and coring shall be performed in such a manner as to limit the extent of patching.
- E. All holes cut through concrete and masonry walls, slabs or arches shall be core drilled unless otherwise approved. No structural members shall be cut without the approval of the Engineer and all such cutting shall be done in a manner required by them. No holes may be drilled in beams or other structural members without obtaining prior approval. All work shall be performed by mechanics skilled in this type of work.

3.02 CORING:

- A. Coring shall be performed with an approved non-impact rotary tool with diamond core drills. Size of holes shall be suitable for pipe, conduit, sleeves, equipment or mechanical seals to be installed.
- B. If holes are cored through floor slabs they shall be drilled from below.
- C. All equipment shall conform to OSHA standards and specifications pertaining to plugs, noise and fume pollution, wiring and maintenance.
- D. Provide protection for existing equipment, utilities and critical areas against water or other damage caused by drilling operation.

- E. Slurry or tailings resulting from coring operations shall be vacuumed or otherwise removed from the area following drilling.

3.03 CUTTING:

- A. Cutting shall be performed with a concrete saw and diamond saw blades of proper size and application.
- B. Provide for control of slurry generated by sawing operation on both sides of wall or slab.
- C. When cutting a reinforced concrete wall, the cutting shall be done so as not to damage bond between the concrete and reinforcing steel left in the structure. Cut shall be made so that steel neither protrudes nor is recessed from the face of the cut.
- D. Adequate bracing of area to be cut shall be installed prior to start of cutting. Check area during sawing operations for partial cracking and provide additional bracing as required to prevent a partial release of cut area during sawing operations.
- E. Provide equipment of adequate size to remove cut panel.
- F. For cutting a trench in a floor slab, a full-depth cut shall be made using a concrete saw for the desired width of the trench. A partial-depth cut shall be made to expose the reinforcing bars. The width of the partial cut shall be to the required lap length of the reinforcing bars. Care shall be taken not to cut exposed reinforcing bars but if any are cut, dowel holes shall be drilled and dowels epoxied in. Reinforcing of the same size, as the existing shall be tied to the existing exposed reinforcing and/or dowels with the proper lap length.

3.04 PATCHING:

Rough patching shall be such as to bring the cut or cored area flush with existing construction unless otherwise shown. Finish patching shall match existing surfaces as approved.

Trenches in floor slabs shall be repaired as described in 3.03F above and concrete meeting the requirements of Section 03 30 00 CAST-IN-PLACE CONCRETE shall be poured and cured.

END OF SECTION

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SECTION 01 74 13

CLEANING UP

PART 1 - GENERAL

1.01 DESCRIPTION:

The Contractor must employ at all times during the progress of its work adequate cleanup measures and safety precautions to prevent injuries to persons or damage to property. The Contractor shall immediately, upon request by the Engineer provide adequate material, equipment and labor to clean up and make safe any and all areas deemed necessary by the Engineer.

1.02 RELATED WORK:

- A. Section 00 72 00 GENERAL CONDITIONS
- B. Section 01 11 00 CONTROL OF WORK AND MATERIALS
- C. Section 01 14 00 SPECIAL PROVISIONS
- D. Section 01 57 19 ENVIRONMENTAL PROTECTION

PART 2 - PRODUCTS

Not applicable

PART 3 - EXECUTION

3.01 DAILY CLEANUP:

- A. The Contractor shall clean up, at least daily, all refuse, rubbish, scrap and surplus material, debris and unneeded construction equipment resulting from the construction operations and

sweep the area. The site of the work and the adjacent areas affected thereby shall at all times present a neat, orderly and workmanlike appearance.

- B. Upon written notification by the Engineer, the Contractor shall within 24 hours clean up those areas, which in the Engineer's opinion are in violation of this section and the above referenced sections of the specifications.
- C. If in the opinion of the Engineer, the referenced areas are not satisfactorily cleaned up, all other work on the project shall stop until the cleanup is satisfactory.

3.02 MATERIAL OR DEBRIS IN DRAINAGE FACILITIES:

- A. Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, gutters, drains, pipes, structures, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, pipes, structures, and work shall, upon completion of the work, be left in a clean and neat condition.

3.03 REMOVAL OF TEMPORARY BUILDINGS, STRUCTURES AND EQUIPMENT:

- A. On or before completion of the work, the Contractor shall, unless otherwise specifically required or permitted in writing, tear down and remove all temporary buildings and structures it built; shall remove all temporary works, tools and machinery or other construction equipment it furnished; shall remove all rubbish from any grounds which it has occupied; shall remove silt fences and hay bales used for trapping sediment; and shall leave the roads and all parts of the property and adjacent property affected by its operations in a neat and satisfactory condition.

3.04 RESTORATION OF DAMAGED PROPERTY:

- A. The Contractor shall restore or replace, when and as required, any property damaged by its work, equipment or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk and landscaping work. Materials, equipment, and methods for such restoration shall be as approved by the Engineer.

3.05 FINAL CLEANUP:

- A. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the construction site to its original or specified condition. This cleanup shall include removing all trash and debris off of the premises. Before acceptance, the Engineer shall approve the condition of the site.
- B. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the building to a "like new" condition. This cleanup shall include removing all trash and debris from the premises; sweeping and mopping of all floors; washing of all walls, windows and

doors; cleaning and polishing of all finish metal surfaces; cleaning of all equipment, utilizing proper solvents for removal of oil and grease; cleaning of dirt and debris out of all mechanical and electrical cabinets; and all other related work required to render the building suitable for use. Before acceptance, the Engineer shall approve the condition of the building.

END OF SECTION

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SECTION 01 78 00

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers administrative and procedural requirements for closing out the project, including, but not limited to:
 - 1. Project as-built documents
 - 2. Checkout and Certification
 - 3. Startup and Testing
 - 4. Final Cleaning
 - 5. Substantial Completion
 - 6. Closeout Procedures
 - 7. Final Completion
 - 8. Correction/Warranty Period
- B. Closeout checklist to be completed by the Engineer.

1.02 RELATED WORK:

- A. General Requirements in their entirety.
- B. Section 01 74 13, CLEANING UP
- C. Section 01 78 39, PROJECT AS-BUILT RECORD DRAWINGS
- D. Division 02 through Division 34.

1.03 AS-BUILT DOCUMENTS:

- A. Contractor shall maintain on site, separate from the documents used for construction, one set of the documents listed below, and as construction progresses, shall legibly record on these documents all changes made during construction.
 - 1. Contract Drawings.

2. Specifications.
3. Addenda.
4. Change Orders and other Modifications to the Contract.
5. Reviewed shop drawings, product data, and samples.
6. Written interpretations and clarifications.
7. Field Orders.
8. Field test reports properly verified.

- B. The completed set of as-built documents shall be submitted to the Engineer with the final Application for Payment. This as-built shall be delivered in pdf form to document field changes and a complete electronic CAD set for use by the Town.
- B. The draft and completed set of as-built documents shall be submitted to the Engineer and Owner in conformance with the requirements of Section 01 78 39.

1.04 CHECKOUT AND CERTIFICATIONS:

- A. Prior to checkout and certifications, the following tasks shall be completed:
 1. Construction shall be complete. For this purpose, completion of construction is defined as follows:
 - a. The Contractor has completed construction and erection of the work in conformance with the Contract Drawings and Specifications.
 - b. The Contractor has installed and adjusted operating equipment, systems, or facilities, as applicable, as defined by the manufacturers' erection, installation, operation and maintenance instructions.
 2. All shop drawings shall have final approval.
 3. All shop tests shall be complete and approved test results submitted to the Engineer.

1.05 START-UP AND TESTING:

- A. Prior to start-up the following tasks shall be complete:
 1. All checkout and certifications shall be satisfactorily completed,

2. All operations and maintenance manuals shall be approved,
3. All preliminary training by the manufacturer's representative shall be completed,
4. An approved start-up procedure shall be in place.

1.06 FINAL CLEANING:

- A. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 1. Clean the site, including landscape development areas of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to smooth, even textured surfaces.
 2. Remove waste and surplus materials, rubbish, fencing equipment, temporary utilities and construction facilities from the site, unless otherwise required by the Engineer.
 3. Comply with requirements of Section 01 74 13 CLEANING UP.

1.07 SUBSTANTIAL COMPLETION:

- A. Substantial Completion is officially defined in the General and Supplementary Conditions. The date of substantial completion will be certified by the Engineer. This date will not be certified until the following requirements have been satisfied by the Contractor:
 1. All Contract requirements are coordinated into a fully operational system. All individual units of equipment and treatment are fully operative and performing at specified efficiencies. Where efficiencies are not specified, performance shall meet acceptable standards for the particular unit.
 2. All field tests have been satisfactorily completed and reports forwarded to the Engineer.
 3. All final training has been completed by the manufacturers' representatives.
 4. All spare parts and lubricants have been satisfactorily delivered to the Owner. Spare parts are for the exclusive use of the Owner when the facility has been turned

over. Contractor is responsible for all maintenance and repair materials required until the facility is accepted by the Owner.

1.08 CLOSEOUT PROCEDURES:

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and is complete in accordance with Contract Documents and ready for Engineer's and Owner's inspection.
- B. Accompany Engineer and Owner on inspection to verify conformance with the Contract Documents. Prepare a punch list of work items that have been determined by inspection to not conform to Contract Documents. Punch list items shall include work items that are missing, incomplete, damaged, incorrect items, or improperly installed or constructed. The Contractor shall correct the punch list deficiencies by re-work, modifications, or replacement, as appropriate, until the items conform to the Contract Documents. The initial punch list shall be produced by the Contractor, with copies to the Engineer and Owner. When the Contractor has reduced the number of deficient items to a reasonable level, the Engineer will develop a definitive punch list for the use of the Contractor.
- C. Provide submittals to Engineer that are required by governing or other authorities.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. The Contractor shall submit the following documents with or prior to Final Application for Payment: Set of as-built documents, Contract Completion and Acceptance Certificate, Consent of Surety to Final Payment, Release and Waiver of Liens and Claims (SECTION 01 78 00 – ATT. A), Affidavit of Payment of

Debts and Claims, and remaining releases, waivers, warranties/guarantees, and all other data required by the Contract Documents.

1.09 FINAL COMPLETION:

- A. Prior to final completion, the following tasks shall be completed:
 - 1. All items in the punch list shall be completed.
 - 2. All Contract closeout documentation shall be submitted to and accepted by the Engineer.

1.10 CORRECTION/WARRANTY PERIOD:

- A. During the correction period, the Contractor shall correct all deficiencies in equipment and materials.
- B. During the warranty period, the Contractor shall perform all corrective work on warranty deficiencies.
- C. Corrective work will be identified by the Engineer or Owner, as appropriate. The Contractor will be notified of the item(s) requiring corrective work.
- D. The Contractor shall begin work on all corrective work within ten days of being notified of the deficiency by the Engineer and shall then work continuously until the deficiency is corrected. Upon completion of the corrective work, the Contractor shall submit a letter report to the Engineer describing the deficiency and the corrective action that was taken.
- E. The Contractor shall coordinate all corrective work with the Engineer and/or the Owner.

1.11 COMPLETION CHECKLIST:

- A. When the project has been fully completed, Final Payment can be approved.

PROJECT COMPLETION CHECKLIST

Owner _____ Job No. _____

Project _____

As part of the project closeout, all items listed below must be checked off as being complete or otherwise accounted for. The person verifying completion of the item shall list the completion date and their initials.

| Project Closeout Checklist | | |
|--|--------------------------------|-------------|
| | Date Completion Verified | Verified by |
| AS-BUILT DOCUMENTS HANDED OVER | | |
| 1. Contract Drawings | | |
| 2. Specifications | | |
| 3. Addenda | | |
| 4. Change Orders/Contract Modifications | | |
| 5. Reviewed Shop Drawings, Product Data and Samples | | |
| 6. Written Interpretations/Clarifications | | |
| 7. Field Orders | | |
| 8. Field Test Reports | | |
| EQUIPMENT CHECKOUT AND CERTIFICATIONS | | |
| 1. Construction Complete per Drawings/Specifications | | |
| 2. Equipment Installed and Adjusted | | |
| 3. All Shop Drawings have Final Approval | | |
| 4. All Shop Tests Complete and Results Submitted | | |

| Project Closeout Checklist | | |
|--|--------------------------------|-------------|
| | Date Completion Verified | Verified By |
| START-UP AND TESTING | | |
| 1. All Checkout and Certifications Complete | | |
| 2. All O&M Manuals Approved | | |
| 3. All Preliminary Training by Manufacturers Rep. Completed | | |
| FINAL CLEANING | | |
| 1. All Construction Facilities Removed | | |
| 2. All Construction Debris Removed | | |
| 3. All Areas Swept/Cleared | | |
| SUBSTANTIAL COMPLETION | | |
| 1. All Items Coordinated Into a Fully Operational System | | |
| 2. All Equipment Units Operational at Specified Efficiencies | | |
| 3. All Field Tests Completed and Reports Submitted | | |
| 4. All Final Training by Manufacturer's Rep. Completed | | |
| 5. All Spare Parts and Lubricants Provided | | |
| CLOSEOUT PROCEDURES | | |
| 1. Written Certification Submitted that Work is Ready for Owner & Engineer Inspector | | |
| 2. Inspection by Owner, Engineer, Contractor completed | | |
| 3. Punch List of Nonconforming Items Prepared | | |
| 4. Documents Required by Governing or Other Authorities Submitted (List Them) | | |
| 5. Final Application for Payment Received | | |
| 6. Contract Completion and Acceptance Certificate Submittal | | |
| 7. Consent of Surety to Final Payment Submittal | | |
| 8. Release and Waiver of Liens and Claims Submitted | | |
| 9. Affidavit of Payment of Debts and Claims Submitted | | |

| Project Closeout Checklist | | |
|---|--------------------------------|-------------|
| | Date Completion Verified | Verified By |
| 10. Warranties/Guarantees Submitted | | |
| 11. Other Required Releases and Waivers Submitted (List Them) | | |
| 12. Permits Submitted (List Them) | | |
| 13. Weekly Payrolls Submitted as Required by Law | | |
| FINAL COMPLETION | | |
| 1. All Items in Punch List Completed | | |
| 2. All Other Required Documentation Submitted (List It) | | |
| CORRECTION/WARRANTY PERIOD | | |
| 1. Correction Period Start Date: _____ End Date: _____ | | |
| 2. Specific Warranties Provided | | |
| <div> <div>Item</div> <div>Warranty Duration</div> </div> | | |

Full name of persons signing their initials on this checklist:

END OF SECTION

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SECTION 01 78 39

PROJECT AS-BUILT RECORD DRAWINGS

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers the Contractors As-Built Record drawings for the project. The As-Built Record drawings for the project shall include, but are not limited to:

- A. The Contractors construction coordination drawings for all the project disciplines. The Contractors construction coordination drawings for the project disciplines shall be submitted to the Engineer prior to Construction of the said discipline. The Contractors construction coordination drawings for the project disciplines shall include but are not limited to the following:

1. Architectural
2. Civil
3. Structural
4. Electrical / Technology
5. Mechanical
6. Plumbing
7. Fire Protection
8. Industrial Equipment

- B. Draft Record Documents Review

Upon completion of the project construction the Contractor shall submit a complete copy of 24- by 36-inch Record Drawings to the Owner and the Engineer for review. The Owner and the Engineer shall jointly review the Record Drawings and provide comments to the Contractor. The Contractor shall modify the Record Drawings as necessary based on the comments provided by the Owner and the Engineer.

- C. Final Record Documents

Upon incorporation and acceptance of the Draft Record Drawings comments from the Owner and the Engineer, the Contractor shall submit the Final Record Drawings and documentation. The Contractor shall submit two sets of 24- by 36-inch Record Drawings to the Owner and an additional two sets of 24- by 36-inch Record Drawings to the Engineer for their records. The Contractor shall also submit to the Engineer a minimum 20 gigabyte flash drive with the electronic Record Drawing files. The electronic Record Drawing files shall be obtained from the Owner (the Engineer shall provide on behalf of the Owner if the Engineer was the project designer) and developed in AutoCAD 2010/Revit 2017 (or later) and the submittal shall include the Final AutoCAD DWG/Revit RVT file documents, drawing line

types, blocks, etc. The actual version of AutoCAD/Revit shall be coordinated with the Engineer.

D. Pre- and Post-Construction Survey

The Contractor shall perform a pre- and post-construction survey of the entire project area. The topographic survey shall be performed by or under the supervision of and certified by a Registered Land Surveyor in the State of Massachusetts. The Contractor shall also submit to the Engineer a minimum 20 gigabyte flash drive with the electronic pre- and post-construction survey files. The Contractor shall send the electronic pre- and post-construction survey files to the Engineer which shall be developed in AutoCAD 2010/ Revit 2017 (or later) and the submittal shall include the Final AutoCAD DWG / Revit RVT file documents, drawing line types, blocks, etc. The actual version of AutoCAD / Revit shall be coordinated with the Engineer. The Contractor shall notify the Owner and Engineer at least 48-hours in advance of each survey.

1.02 RELATED WORK:

A. General Requirements in their entirety.

B. Division 02 through Division 33.

1.03 AS-BUILT DOCUMENTS:

A. Contractor shall maintain on site, separate from the documents used for construction, one complete set of the documents listed below, and as construction progresses, shall legibly record on these documents all changes made during construction.

1. Contract Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other Modifications to the Contract.
5. Reviewed shop drawings, product data, and samples.
6. Written interpretations and clarifications.
7. Field Orders.
8. Field test reports properly verified.

B. The completed set of documents shall include but are not limited to:

1. Significant deviations of any nature made during construction.

C. The completed set of as-built documents shall be submitted to the Engineer with the final Application for Payment.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

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Drawings.docx

SECTION 01 92 13

OPERATION AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. This section includes procedural requirements for compiling and submitting operation and maintenance data required to complete the project.

1.02 RELATED WORK:

- A. General Requirements in their entirety (Section 00 72 00 through Section 00 73 73.43)
- B. Individual Technical Specification Sections Specific for Operation and Maintenance Data.
- C. Section 01 33 23.13, SUBMITTALS FOR OPERATION AND MAINTENANCE MANUALS
- D. Section 01 33 23, SUBMITTALS

1.03 FORMAT:

- A. Prepare data in form of an instructional manual.
- B. Binders: Commercial quality, 8 ½- x 11-inch three-ring binders with hardback, washable, plastic covers; two inch maximum ring size. When multiple binders are

used, correlate data into related, consistent groupings. Provide a table of contents in each binder.

- C. Cover: Identify each binder cover and spine with typed or printed title OPERATION AND MAINTENANCE INSTRUCTION; list title of Project facility; identify subject matter of contents.
- D. Arrange contents by systems under section numbers and sequence of Table of Contents.
- E. Provide tabbed flyleaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data - on 20-pound paper.
- G. Drawings: Provide with reinforced punched, binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Submit certification that the data and drawings provided pertain exactly to the model, size, and series product and equipment installed in the work.
- I. All documents will be electronically scannable.
- J. All products, systems, and drawings must be cross-referenced with tag ID numbers.
- K. The manual for each piece of equipment shall be a separate document with the following specific requirement:

1. Contents:

Table of Contents and Index

Brief description of each system and components

Starting and stopping procedures

Special operating instructions

Routine maintenance procedures

Manufacturer's printed operating and maintenance instructions, parts list, illustrations, and diagrams

One copy of each wiring diagram

One copy of each approved shop drawing and each Contractor's coordination and layout drawing

List of spare parts, manufacturer's price, and recommended quantity

Name, address and telephone number of local service representatives.

2. Material

Electronic pdf is required.

Page size, 8 ½- x 11-inches

Diagrams and illustrations as required.

1.04 QUALITY ASSURANCE:

- A. Prepare instructions and data by personnel experienced in maintenance and operations of described products.

1.05 CONTENTS, EACH VOLUME (BINDER):

- A. Table of Contents: Provide title of Contract, schedule of products and systems, indexed to content of the volume. A listing of all relevant tag ID numbers for each volume shall be placed immediately after the Table of Contents.
- B. For each product or systems: List names, addresses, and telephone numbers of subcontractors and suppliers, including local source of suppliers and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
- E. Text: As required to supplement product data, provide logical sequence of instructions for each procedure incorporating manufacturer' s instructions.
- F. Warranties, Guarantees, and Bonds: Bind copy of each
- G. See O&M Manual Review Checklist at end of this specification section.

1.06 MANUAL FOR MATERIALS AND FINISHES:

- A. Building Products, Applied Materials, and Finishes: Include product data with catalog number, size composition, and color and texture designations. Provide information for re-ordering custom manufactured products.

- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in individual product specification sections.

1.07 MANUAL FOR EQUIPMENT AND SYSTEMS:

- A. Each Item of Equipment and Each System: Include description of unit or system and component parts. Identify function, normal operating characteristics and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
- B. Data submitted on all equipment shall include complete maintenance instructions (including preventive and corrective maintenance) and parts lists in sufficient detail to facilitate ordering replacements.
- C. All products, systems, equipment, electrical wiring, instrumentation wiring, personnel protection systems wiring, presented in this manual will have tag numbers corresponding to contract drawings and specifications. In the event, numbers do not exist; the Engineer will specify a series of numbers.
- D. Panelboard Circuit Directories: Provide electrical service characteristics, controls and communications.
- E. Include color-coded wiring diagrams as installed.
- F. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequence. Include regulation, control, stopping, shutdown, and

emergency instructions. Include summer, winter and any special operating instructions.

- G. Provide servicing and lubrication schedule, and list of lubricants required. Cross-reference lubricants to products offered by at least three major lubricant suppliers.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color-coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports, calibration data, alignment records, and other information.
- P. Additional Requirements: as specified in individual product specification sections.
- Q. Provide a listing in table of Contents for design data with tabbed flysheet and space for insertion of data.
- R. Incorporation of all Physical Checkout information obtained through the field-testing and correction phases of the Work. Input must be specific to the actions and information obtained during those phases.

1.08 SUBMITTALS:

- A. Submit draft and final copies of operation and maintenance manuals as described in Section 01 33 23.13 SUBMITTAL OF OPERATION AND MAINTENANCE MANUALS.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

**OPERATION AND MAINTENANCE MANUAL
REVIEW CHECKLIST**

- | | |
|--|--------------------------|
| 1. Name, address, telephone/fax number of the manufacturer | <input type="checkbox"/> |
| 2. Name, address, contact name, telephone/fax of local representative | <input type="checkbox"/> |
| 3. Name, address, telephone/fax number of the contractor | <input type="checkbox"/> |
| 4. Exploded view/general arrangement of materials of construction | <input type="checkbox"/> |
| 5. Description of operation/operating principal | <input type="checkbox"/> |
| 6. Project specific Operating parameters | <input type="checkbox"/> |
| 7. Wiring Diagrams (If Applicable) | <input type="checkbox"/> |
| 8. Troubleshooting checklist | <input type="checkbox"/> |
| 9. Recommended spare parts list with prices, and ordering instructions | <input type="checkbox"/> |
| 10. Model number and the serial number of the model provided | <input type="checkbox"/> |
| 11. Performance curves or tabulated data | <input type="checkbox"/> |
| 12. Routine Maintenance instructions/service instructions with recommended Intervals | <input type="checkbox"/> |
| 13. Assembly and disassembly instructions | <input type="checkbox"/> |
| 14. Recommended lubricates and lubrication schedule. | <input type="checkbox"/> |
| 15. Approved copies of Shop Drawings are to be included in the manual | <input type="checkbox"/> |
| 16. Startup/break-in and adjustment instructions | <input type="checkbox"/> |
| 17. Warranty information | <input type="checkbox"/> |

Reviewed By: _____ Date: _____
Weston & Sampson Engineers

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END OF SECTION